

The Solicitors Journal.

LONDON, JUNE 13, 1885.

CURRENT TOPICS.

THE LEGAL GOSSIPS, whose name is legion, have, of course, been diligently occupied this week in appointing the legal members of a ministry not yet in existence. If new law officers have to be appointed, it is much to be hoped that there will be a reversion to the convenient practice of choosing one from each side of the bar; and, if this course is adopted, it needs no great discernment to name Mr. MACNAGHTEN, Q.C., and Mr. EDWARD CLARKE, Q.C., as Attorney and Solicitor-General. It is somewhat remarkable that, in the confident assumption that either the Master of the Rolls or Sir HARDINGE GIFFARD will be Lord Chancellor, the greatest of living lawyers, Lord BLACKBURN, should be altogether left out of account.

MANY OF OUR readers will learn with regret that Mr. CHARLES CLARIDGE DRUCE died at Brighton on Wednesday. Mr. DRUCE was the son of Mr. ALEXANDER DRUCE, solicitor, and was an elder brother of the late Mr. GEORGE DRUCE, Q.C. He was born in 1820, and was admitted a solicitor in 1843, and since his father's death had been the head of the well-known firm of DRUCES, JACKSON, & ATTLEE. He had long been a member of the Council of the Incorporated Law Society, and filled the office of President in 1881-2.

THE HONOUR conferred on Sir HENRY JAMES has led to some discussion as to whether there is any previous instance of a Privy Councillor practising at the English Bar. There is one instance, and, so far as we know, only one, in recent times. In 1856 Mr. STUART WORTLEY, who had been sworn a Privy Councillor on his appointment as Judge Advocate-General in 1846, and had subsequently occupied the position of Recorder of London, was made Solicitor-General, and, of course, during the few months of his tenure of that office, was in actual practice at the bar. The question whether there is any rule of etiquette to prevent a Privy Councillor from acting as an advocate was, we believe, submitted to a high authority in 1880, and it was considered that no such rule existed. The Attorney-General for Ireland and the Lord Advocate of Scotland are almost invariably Privy Councillors, and it is difficult to see why the leader of the English Bar should not, always occupy the same position.

THE QUESTION, what is an office copy? would appear to be particularly easy of solution, but there exists a practice in one Division of the High Court of issuing a document which is called an office copy, but which can only be so called by reason of its having been made in an office. The document alluded to is that issued in the Probate Division as an office copy of a will. It is everyday practice for a copy of a will to be bespoken at Somerset House, and for a document to be issued which has never been examined with the original, and which no one is able to say is a correct copy. Presumably, this "copy" is issued unexamined because the person bespeaking it is able to examine it for himself, but the error consists in designating it as an office copy. An office copy means a correct copy, but the document referred to is frequently found to contain mistakes. In a case before Mr. Justice PEARSON, on Thursday last, it was stated that one of these documents had been sent back to Somerset House to be certified as examined, when it was found that the word "or" in the will had been made "and" in the copy; which error, if undetected, would have led to mistakes as to the devolution of the

testator's property. If it is necessary to separate the charge for examining from the charge for writing, an unexamined copy should be issued as a "plain copy," reserving the term "office copy" for such copies as have been examined and certified.

THE CASE of *In re Whitehead* (ante, p. 206), of which a full report appears in 33 W. R. 601, deserves attention, as establishing a jurisdiction the practical effect of which will be somewhat unfair to solicitors against whom applications are made. The facts of the case were that on the hearing of an appeal the Court of Appeal became aware, from the evidence given by a solicitor at the hearing below, that he had been guilty of misconduct in his character of solicitor, and thereupon the court ordered the Official Solicitor to take proceedings. He accordingly moved before the Court of Appeal for an order calling on the solicitor to explain his conduct, or that he might be struck off the roll. The Court of Appeal (all the judges of that court having been consulted) held that they had jurisdiction to entertain the application, although not brought before them by way of appeal. Now, it is clearly settled that an appeal lies from an order made by the High Court on an application against a solicitor, notwithstanding section 47 of the Judicature Act, 1873 (*Re Hardwick*, 32 W. R. 191, L. R. 12 Q. B. D. 148). Thus if an application against a solicitor should be made to the Court of Appeal in the first instance, the solicitor will be practically deprived of an opportunity for obtaining a reconsideration of his case on appeal. We believe that this result led the court in *In re Whitehead* to hesitate about exercising an original jurisdiction; and we cannot help thinking it would be desirable that such jurisdiction should be sparingly used.

THE CURRENT NUMBER of the *Law Reports* contains a report of the case of *In re Hazle's Settled Estates*; in which the Court of Appeal have affirmed the judgment of Mr. Justice PEARSON. On a former occasion (28 SOLICITORS' JOURNAL, 572) we gave our reasons for hoping and expecting that the judgment would be affirmed, in case it should be impugned. The reader will remember that in this case a testator, who was entitled to a public-house in fee simple, subject to a lease for thirty years which he had granted in 1859 to a publican; by his will, dated the 20th of June, 1866, devised this public-house to trustees, upon trust to permit his wife to receive the rents and profits during the remainder of the term "if she should so long live"; with a trust for sale either upon his wife's death during the term, or upon the expiration of the term during his wife's lifetime. The question was, whether the wife was a tenant for life of the public-house within the meaning of the Settled Land Act, 1882, and whether she was, therefore, able to exercise the powers of the Act. Of course, the words chiefly relied upon by those who contended for the affirmative reply to this question, were those of section 58, sub-section (iv.), which gives the statutory powers to (*inter alios*) "a tenant for years determinable on life, not holding merely under a lease at a rent." We have often lamented the somewhat vague language of the Act; and the above-cited language is undoubtedly both vague and slovenly; but we may reasonably doubt whether it can fairly be charged with any responsibility for the absurd construction sought to be put upon it in the present case. The question was, whether the widow could exercise the statutory powers in relation to the public-house; and in order to arrive at the affirmative conclusion it was necessary to contend that she was a "tenant for years determinable on life" of the public-house. This is the first time we ever heard of anybody maintaining that the "tenant for years" of a house is the person who is entitled to receive the rent of the house—instead of being the person who is liable to pay it. The Court of Appeal have followed Mr. Justice PEARSON, in

preferring to attribute to the Act a meaning which is more in accordance with the common usages of speech.

THE REPORTED INTENTION of the Sunday Society to test the question of the legality of playing cricket on a village green on a Sunday will attract public interest to the law affecting Sunday sports, as distinguished from Sunday trading. The preamble to 1 Car. c. 1 (which is entitled "An Act for punishing divers abuses committed on the Lord's Day, called Sunday") recites that "the holy keeping of the Lord's-day is a principal part of the true service of God, which, in very many places of this realm, hath been, and now is, profaned and neglected by a disorderly sort of people in exercising and frequenting bear-baiting, bull-baiting, interludes, common plays, and other unlawful exercises or pastimes upon the Lord's-day, and many quarrels, bloodsheds, and other inconveniences have grown by the resort and concourse of people going out of their own parishes to such disordered and unlawful exercises and pastimes, neglecting Divine service in their own parishes and elsewhere." The statute then enacts that "from and after forty days next after the end of this session of Parliament" (the Act is made perpetual by 3 Car. 1, c. 5) "there shall be no meetings, assemblies, or concourse of people out of their own parishes on the Lord's-day within the realm of England, or the dominions thereof, for any sports and pastimes whatsoever, nor any bear-baiting, bull-baiting, interludes, common plays, or any unlawful exercises and pastimes used by any person or persons within their own parishes," and every offender against the Act is to forfeit for every offence 3s. 4d., to be employed for the use of the poor of the parish, which sum may be recovered by distress and sale of his goods, and in default of distress, the offender is to be "set publicly in the stocks by the space of three hours." The Act preserves all the existing jurisdiction of the ecclesiastical courts. The 21 Geo. 3, c. 49 (which is entitled "An Act for preventing certain abuses and profanations on the Lord's Day, called Sunday"), refers only to places opened or used for public entertainment or amusement, or for publicly debating any subject on Sundays, to which persons are admitted by payment of money, or by tickets sold for money. In the absence of any local statutory restriction, playing cricket on a Sunday would seem to be legal, since the 1 Car. 1, c. 1, forbids gatherings within people's own parishes only when they take place for the purpose of "unlawful exercises and pastimes," which phrase must clearly refer to sports *ejusdem generis* with bear and bull baiting, or plays and interludes. On the other hand, a cricket match played on a Sunday between two parishes would be illegal, since one of the contending elevens would necessarily meet or assemble "out of their own parish," in which case "any sports and pastimes whatsoever" are prohibited.

The following are the circuits chosen by the judges for the ensuing Summer Assizes:—viz., Midland Circuit, Baron Pollock and Mr. Justice Day; South-Eastern Circuit, Baron Huddleston; Western Circuit, Mr. Justice Field; Home Circuit, Mr. Justice Hawkins, who will afterwards join Mr. Justice Field at Exeter; Northern Circuit, Mr. Justice Manisty and Mr. Justice Lopes; North-Eastern Circuit, Mr. Justice Mathew and Mr. Justice Wills; Oxford Circuit, Mr. Justice Cave and Mr. Justice A. L. Smith; North Wales Circuit, Mr. Justice Stephen; South Wales Circuit, Mr. Justice Denman.

In the Court of Appeal, No. 1, on Tuesday, the Attorney-General stated the terms of settlement of the actions of *Adams v. Coleridge* and *Adams v. Lord Coleridge* in the following terms:—"Adams v. The Hon. B. Coleridge."—No judgment to be delivered, and action stayed. "Adams v. Lord Coleridge."—Action to be stayed. In relation to the causes of action in both actions it should be left to (some person of eminence to be agreed upon) to determine whether compensation, and of what amount, should be paid to Mr. Adams. In addition to the above settlement Mr. B. Coleridge, while unreservedly withdrawing the charges made in his letter of December 11, 1883, states most positively that they were made on his part in perfect good faith on statements made to him, and Mr. Adams is happy frankly to accept such assurance. Lord Coleridge desires, and has long desired, to say that whatever construction may have been placed upon anything he has written or said, he thinks it due to Mr. Adams to withdraw any language which might be construed as casting imputations upon his character or motives. Lord Coleridge cannot regard it as being necessary to say that he has never intended to cast any reflection upon the conduct of his daughter. It has been agreed that Miss Coleridge shall be replaced in the same pecuniary position as she would have been in if these misunderstandings had not arisen, Lord Coleridge being perfectly willing to make the suitable provision of £500 per annum by way of allowance to Miss Coleridge."

RECTIFICATION OF INROLLED DEEDS.

THE 3 & 4 Will. 4, c. 74, commonly called the Fines and Recoveries Act, though it is not without faults, is certainly to be placed among the most conspicuously successful pieces of legislation of the present century; and it probably owes no small part of its success to the wise foresight of its framers, in rigorously exacting a precise conformity to its directions on the part of all persons who might wish to avail themselves of its provisions. Those prudent legislators, foreseeing that if the peculiar activity of the Court of Chancery were once let loose upon the new system it would soon be converted to a mere unworkable mass of flux and confusion, have taken extraordinary pains to exclude the jurisdiction of courts of equity, and to compel the accurate observance of the law by enacting that no one shall get anything except what he can get by the letter of the law. The result has been that the present law of entail—or, at least, that part of it which depends upon the Fines and Recoveries Act—has attained to a degree of clearness and precision not very common in English law, and by no means usual in such parts of the law as depend upon modern legislation. There is, perhaps, no other branch of the law which offers fewer encouragements to the kind of litigation known as "making shots": by which we mean, bringing actions in the hope that a good-natured and ingenious judge may be induced to invent some new-fangled equity in order to save a blunderer from the natural consequences of his own blundering. We believe that this wholesome vigour is much more likely than the prevailing flabbiness to promote the ultimate benefit of the public, and we much regret to notice that the most recent legislation rather lends encouragement to the latter tendency than to the former. But it must be borne in mind that care and painstaking are the necessary correlatives to a precise and definite administration of the law; and a recent case, of which a report will be found in the June number of the *Law Reports* (*Hall-Dare v. Hall-Dare* L. R. 29 Ch. D. 183), contains a warning which should be laid to heart by our readers.

We are the more inclined to point out these matters for the reader's reflection, because the modern laxity of thought tends easily to the conclusion that a tenant in tail can "bar the entail" by any means which he may think proper; whereas, unless he follows accurately the definite machinery provided by the Act, his efforts are simply void, and no court of equity has any jurisdiction to give any relief to him or those claiming under him. The machinery provided by the Act is not anything in the nature of a declaration of intention to bar the entail, but it consists in the making of a "disposition" by the tenant in tail, which is, by the Act, rendered effectual against the claims of the issue in tail. In order to be effectual also as against the claims of remaindermen and reversioners, the disposition must, in general, be made with the consent of the protector of the settlement, if any. Section 47 of the Act provides that, in respect to dispositions of lands under the Act, and also in respect to the consent of the protector, "the jurisdiction of courts of equity shall be altogether excluded;" and this prohibition is expressly extended to apply to the case of persons claiming for valuable consideration. In *Hall-Dare v. Hall-Dare* an ingenious attempt was made to evade this provision; which, if it had succeeded, would probably have opened the door to a large number of similar attempts. Since that case was as favourable a case as could easily occur, the failure of the attempt will, in all probability, operate as a sufficiently effectual discouragement.

The material facts were as follows:—An elder brother, who was a bachelor, was tenant for life of certain lands, with contingent remainders to his sons successively in tail general, with remainder to a younger brother for life, with remainder to his only son in tail general, with contingent remainders to his other sons successively in tail general, and other remainders over. The tenant for life in possession, the tenant for life in remainder, and the tenant in tail, in the year 1878 joined in executing a deed by which they resettled the lands upon the lines of an ordinary strict family settlement. The draftsman who prepared the settlement forgot that the tenant for life in remainder, who was a widower, might marry again and have other sons; and in framing the uses of the settlement, he went straight from his existing only son to the other members of the family, thus excluding any possible sons by a future marriage of the tenant for life in remainder. In the events

which happened, this person did marry again in 1882, and became aware, apparently for the first time, that the sons of that marriage would be excluded from the succession to the family estate; and the present action was therefore brought to obtain a rectification of the settlement of 1878, upon the ground that this exclusion of the future sons was contrary to the intention of all the parties, and had been effected in consequence of a misunderstanding, in which they had all shared, as to the import of the deed. Evidence was adduced to prove that the parties had not had any intention to interfere with the contingent remainders limited to the unborn sons, by virtue of the testator's will; but Vice-Chancellor Bacon, without at all questioning the sincerity of the statements made by the parties, held that he was expressly deprived by the Fines and Recoveries Act of all jurisdiction to rectify the settlement.

An ingenious distinction was attempted to be established on the part of the plaintiffs, between the settlement in so far as it merely barred the entail, and in so far as it proceeded to erect another settlement upon that foundation. It was contended that the prohibitions contained in the Act applied only to the former part of the deed, not to the latter. The Act seems to supply no ground whatever for this distinction. The Act does not at all distinguish between barring the entail and disposing of the lands; and in the present case, the only way in which the entail was barred was by disposing of the lands in the manner mentioned in the settlement.

This is no doubt what is called a "hard case," but we have also no doubt that the decision is greatly to the benefit of the public. It is a hard case that somebody may perhaps lose an estate because the limitations of a deed were framed upon somewhat too narrow lines; but this private evil could not be remedied without substituting a great public evil in its place. If the courts are to lay it down that, in spite of the most elaborate prohibitions contained in an Act of Parliament against their exercising jurisdiction, they, nevertheless, will exercise jurisdiction whenever the circumstances of the case seem "hard," it is impossible to foresee what such a conclusion would ultimately lead us to. This was, in fact, a principal reason relied upon by the learned judge for maintaining an inflexible attitude, and we do not doubt that his anticipations of the possible results of weakness were correct. Nor do we doubt that the evil of hard cases has a strong tendency to cure itself, when it is told plainly that the remedy must be found, not in flying to the court for succour upon every occasion, but in taking a little pains to make the aid of the court needless. Very eminent authorities have even expressed the opinion that it is a public misfortune that the interpretation of wills should not have been firmly subjected to the more rigid rules which govern the interpretation of deeds.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

III.—ORGANIZATION WITH SPECIAL REFERENCE TO NON-CONTENTIOUS BUSINESS.

TAKING INSTRUCTIONS.

(1) GENERALLY.

INASMUCH as solicitors have before this been dragged as defendants into hostile suits and charged with all manner of improper acts in direct and sole connection with the act of taking instructions, our present subject may reasonably supply food for useful practical consideration.

In a purely general sense, there are some few axioms which will be admitted by every solicitor to be of universal application, though for practical purposes they might occasionally be more vividly borne in mind. Thus, the instructions taken, whether for a sale, purchase, mortgage, settlement, or any other transaction, should be complete and well considered so far as the solicitor has it in his power to make them so. He should not be content to receive half the necessary information as to his client's wishes, or the mode of giving effect to them, and to guess the rest, or supply it by the light of his own judgment; neither should he, from another point of view, embrace at once every plan, however hasty or imprudent, formed by his client merely because it is possible to carry it out. And it must be remembered in this connection that the ideas of client and solicitor as to what represent complete instructions by no means always, or even generally, coincide. The trained habit of accurate thought is seldom shared in common between them, and the solicitor who brings intel-

ligence and care to bear on his work will in very many cases have the opportunity, and in some cases the imperative need, of suggesting to a client in connection with what was at first complacently regarded by the latter as an exhaustive and practical exposition of his wishes, or of the pros and cons of the subject, an all-important fact which has been wholly overlooked, or, as the case may be, views which never entered into his philosophy for a moment, and which may perhaps present the whole matter to him in a totally different light. There should be nothing parrot-like or mechanical in the act of taking instructions, but, on the contrary, a watchful suggestiveness and an acute perception of all the surrounding considerations; and this not a whit the less because the client may after all decide to do something which in his solicitor's opinion is unwise. Suppose, for example, a client comes to his solicitor with instructions to take steps for raising a sum of money for him on a certain security. It may be that there are circumstances well known to the solicitor which render it an act of utter folly on the client's part to borrow money at all. It may be that the proposed security, on the face of it, is of a character which will only admit of borrowing on ruinous terms, or at the cost of giving dire offence to third persons whose good will is all important to the client; or that the nature of the title is such as to involve, of necessity, expenses in carrying out the loan quite incommensurate with the amount needed or the object in view. It may be that the amount required can, to the solicitor's knowledge, be raised in some alternative mode which would be infinitely less open to objection than the client's own project. It may be that the client has jumped impetuously to a conclusion without any sufficient reflection as to the real needs of his position, and that there is no real occasion for him to borrow at all. These are not extravagant suppositions, and when they are analysed it will be seen at once that the key-note of any one of them which may happen to represent the true state of the particular case should be struck without much difficulty by any solicitor who earnestly strives to do his duty. It does not, of course, follow that he will carry his point; but it is one thing to bring before a client the considerations which bear upon a step that he has in contemplation, and another thing to take his instructions like an echo, and put out of sight all considerations of wisdom or folly, completeness or insufficiency.

Again, the solicitor should exercise the greatest care to take instructions accurately. There should be no room for doubt afterwards as to what was said or meant, and especially, of course, in a matter of delicacy or complication. There is nothing like contemporaneous black and white to meet this point. A note of the instructions, taken down at the time, or an explanatory entry or letter written a few hours afterwards, may generally be relied on stoutly, but the form of vindication represented by such phrases as "My recollection is distinctly that you requested me to do so and so," or, "Don't you remember that you said so and so, and then I said so and so," affords but a poor cover when the memory of words spoken has become dim or the versions of what took place are in conflict. Of these expedients, it is no doubt true of the first that the habit of committing a client's instructions to writing in his presence is not without certain drawbacks. The mechanical act of writing has occasionally a tendency to divert the mind from the full exercise of its higher faculties, just as the student who makes copious notes when reading sometimes realizes afterwards that a good deal of matter which should have been retained in the memory has coaxed out through the nib of his pen. Again, a client is apt to grow impatient of being "taken down" on paper and to regard it as a needlessly formal and wearisome proceeding. And, once more, it is a matter of frequent observation, and, indeed, of first principles, that, in proportion as the solicitor places his trust in writing, his memory will, for many purposes, decrease in accuracy and power, until a habit originally resorted to largely for convenience becomes at last an absolute necessity. But, if such objections as these are fairly analyzed, they will be found not to strike at the root of the subject as being reasons why the solicitor should not cultivate a habit of committing instructions of importance to writing at all, but only to point to the need of care and discrimination as to the limits within which it should be adopted. Thus the solicitor, when taking down instructions in writing, should be on his guard not to let his attention be concentrated on pen and paper, not to exhaust a client's patience by over-much elaboration of writing, or by writing at all, except in case of real need, and not to allow his memory to take enough of holiday to render it enervated and unfit for work.

The solicitor should also place it beyond a doubt, where there can be any possible question on the subject, that the instructions given to him are his client's instructions. This rule of conduct comes into play, of course, only in the case of instructions which are conveyed otherwise than by the client's word of mouth or personal writing. The degree of caution necessary will naturally vary according to the circumstances. Thus, to take two extremes, the solicitor who receives from a client's land agent a letter purporting to be written by the client's direction, and containing instructions to the solicitor to prepare a lease of a farm, will not have cause to be much exercised in his mind as to the origin and accuracy of the instructions. But if, instead of

a request to prepare a lease, the letter asks that the client's will may be drawn, and that a legacy of considerable amount may be thereby given to the land agent himself, the solicitor, if he values his professional character, will in no wise act on the instructions without personal communication with his client of a most exhaustive character. The nature of the transaction; the relation to the client of the person who is made a medium of communication; his personal interest, if any, in the subject-matter of the instructions; the circumstance in which any third person is interposed at all between the solicitor and his client; the intrinsic evidence that the client's own personal wishes are, in fact, being faithfully and accurately conveyed—all these considerations should pass through the solicitor's mind before he accepts any instructions at second hand. In many cases he may safely dismiss them with the rapidity of almost instant conviction, in others they will need very anxious thought. And the test to be applied in forming a conclusion must not be "Shall I run the risk of offending a client if I refuse to take these instructions?" but "Shall I run the risk of having my professional honour assailed, shall I be acting rightly, and be able at all times to prove that I acted rightly, if I accept and carry out these instructions?" Needless to say that in such essentially personal and eminently delicate and important matters as the preparation of a will or settlement, the most overwhelming combination of circumstances must exist to justify the solicitor in dispensing with the direct verbal or written instructions of his client.

Finally, it should always be borne in mind that a client who calls on his solicitor to give him instructions will on many occasions have a natural wish that the interview should take place in privacy. It will be an annoyance to him to discuss his affairs for the special edification of a budding article clerk or an inquisitive shorthand writer. The solicitor may well think nothing of the presence of a third person, for one reason, because the subject of conversation does not turn upon his private affairs, and for another reason, because he will realize that the exigencies of business may almost necessitate that immediately the client's back is turned the purport of the interview shall begin to filter through the whole office in the process of carrying out the client's wishes. But the first of these reasons is directly traceable to a want of consideration which calls for no comment, and the second shows a lack of appreciation of the real practical pain and difficulty which a great many people experience in unfolding freely any business of a delicate personal character, such as, for instance, an intended disposition by will, to more than one person. Take as an illustration the case of borrowing money. A man goes to his bankers to ask for a temporary accommodation. He will thoroughly recognize the fact that every partner in the bank will know of his application and the grounds for it, but nevertheless he will prefer most infinitely to buttonhole one of them as the medium of his communication. So the client who repairs to his solicitor will often feel hampered, irritated, unable to do justice to himself or to say what he really wants, if he feels that the eyes of some satellite are surveying the back of his neck from a corner of the room.

We shall recur again to the subject of taking instructions in its special bearing upon particular classes of conveyancing transactions.

RECENT DECISIONS.

COUNTY CONSTABLE'S RIGHT TO NOTICE OF ACTION.

(*Bryson v. Russell*, 33 W. R. 34, L. R. 14 Q. B. D. 720).

We are guilty of the presumption of thinking that this decision, albeit that of the Court of Appeal, is unsound. The question was whether, by virtue of 1 & 2 Will. 4, c. 41, s. 19 (the Special Constables Act), and the extension of that enactment to county constables by 2 & 3 Vict. c. 93, s. 8, a constable was entitled to have the action laid in the county where the fact was committed, and to have notice of action, in respect of acts done by him under the Contagious Diseases (Animals) Act, 1878; and this question turned particularly on the meaning of the words, "anything done in pursuance of this Act," in section 19 of the Special Constables Act in its application, under the later Act, to county constables.

It is necessary to notice, as shortly as may be, the enactments that gave rise to the question.

Section 5 of 1 & 2 Will. 4, c. 41, enacts that "every special constable appointed under this Act shall, not only within the parish, township, or place for which he shall have been appointed, but also throughout the entire jurisdiction of the justices so appointing him, have, exercise, and enjoy all such powers, authorities, advantages, and immunities, and be liable to all such duties and responsibilities, as any constable duly appointed now has within his constableness by virtue of the common law of this realm, or of any statute or statutes"; and section 6 enables special constables to act in an adjoining county under certain circumstances. Then section 19 gives the rights above mentioned as to venue and notice of action in

respect of "all actions . . . to be commenced against any person for anything done in pursuance of this Act."

2 & 3 Vict. c. 93 (the County Constables Act) recites 1 & 2 Will. 4, c. 41 (and another Act), and, after authorizing the appointment of chief and other constables, enacts, in section 8, that "the chief constable and other persons so appointed shall be sworn as constables before a justice of the county, and shall have all the powers, privileges, and duties throughout the county, and also in all liberties and franchises and detached parts of other counties locally situated within such county, and also in any county adjoining to the county for which they are appointed, which any constable duly appointed has within his constableness by virtue of the common law, or of any statute made or to be made; and every provision of the first-recited Act [1 & 2 Will. 4, c. 41] shall be deemed to extend to the constables appointed under this Act, except [as to certain immaterial particulars] or as to any matter herein expressly otherwise provided." By the way, we may notice that the marginal note to this section is misleading.

It will be observed that the powers, &c., conferred by 1 & 2 Will. 4, c. 41, s. 5, appear, strangely enough, to be limited to such as any constable "now has by virtue of the common law or any statute or statutes"; therefore, it may be that section 19, conferring protection as to actions for anything done in pursuance of this Act, is of itself restricted to acts done under powers conferred by common law or any then existing statute (see section 5 above noticed); and this was the view taken by the court. But the question to be decided was, what was the effect of the extension by 2 & 3 Vict. c. 93, s. 8, of certain provisions of the Act of William IV., and this, it is submitted, was very inadequately considered.

The Court of Appeal (affirming the decision of Day and Smith, JJ.) held that, even under this extension, a county constable could not claim the protection conferred by section 19 of 1 & 2 Will. 4, c. 41, when acting under the Contagious Diseases (Animals) Act, 1878, because it was an Act not in existence at the time of the passing of the Act of William IV.

Now, it has been seen that 2 & 3 Vict. c. 93, s. 8, is worded differently from 1 & 2 Will. 4, c. 41, s. 5, in more than one respect; first, the area of the exercise of the powers of constables appointed under it extends, not only to the whole county, but includes adjoining counties; secondly, the powers conferred include such as any constable within his constableness has "under any statute made or to be made." Therefore, it is submitted to be manifest that sections 5 and 6 of the Act of William IV. are excluded from extension to constables appointed under 2 & 3 Vict. c. 93, as those sections relate to a "matter [in the Act of her Majesty] otherwise expressly provided." And it is further submitted that consequently the words, "in pursuance of this Act," in section 19 of the Act of William IV., cannot, when applied to county constables, be read as referring to a section of that Act which has no application to such constables. This view does not seem to have been present to the mind of the court. The true construction, it is submitted, of section 19 of the Act of William IV., as extended to constables appointed under the Act of her Majesty, is to read it as if re-enacted in that Act; in which case the effect would obviously be to give to county constables acting in the exercise of the powers conferred by the Act of her Majesty the same protection, as to notice of action, &c., as was given in the Act of William IV. itself to special constables acting in the exercise of the powers thereby conferred. This construction seems, moreover, the only one that can be supposed to have been contemplated by the draftsman of the Act of 2 & 3 Vict., or, as it may be more correct to say, by the Legislature.

REVIEWS.

REPRESENTATION OF THE PEOPLE ACT, 1884.

THE REPRESENTATION OF THE PEOPLE ACT, 1884; WITH INTRODUCTION, NOTES, AND TABLES. By O. B. C. HARRISON, Barrister-at-Law. Knight & Co.

The Representation of the People Act, 1884, is absolutely unintelligible without considerable comment, inasmuch as incorporation by reference, even of repealed enactments, such as section 27 of the Reform Act, 1832, is exceedingly frequent. Mr. Harrison has performed his work of commentator with care and accuracy, and has added a good introduction, table of franchises, and index. Unfortunately, however, the notes are so full that the book is somewhat difficult to read, it being rather hard for the reader to know at a glance which enactment he has before him, and harder still to find any particular section of the principal Act. The references are not as full as they should be; references to the *Law Reports*, the *WEEKLY REPORTER*, and the *Law Times* being generally omitted.

It is stated that, although Mr. Justice Stephen will not resume his seat in court during the present sittings, he will take part in the ensuing Summer Assizes, and will proceed on circuit next month.

CORRESPONDENCE.

PROBATES.

[To the Editor of the Solicitors' Journal.]

Sir,—I wish to suggest that the practice of engrossing probate copies of wills in the old form of deeds should be abolished, and the modern form of engrossing deeds bookwise be substituted.

No one ever thinks of referring to the probate copy of a will unless in case of absolute need, as the difficulty of reading from it is so great.

I presume the change could be effected by a simple order by the President of the Probate Court, who would by this effect a decided improvement without any trouble or expense or loss to anyone.

June 9.

C. A. G.

CASES OF THE WEEK.

COURT OF APPEAL.

MORTMAIN—INTEREST IN LAND—IMPURE PERSONALTY—MORTGAGE OF INTEREST IN TRUST FUND INVESTED ON MORTGAGE OF REAL ESTATE.—On the 8th inst., the Court of Appeal, No. 2 (BAGGALLAY, COTTON, and FRY, L.JJ.), affirmed the decision of Pearson, J., in the case of *Cornford v. Elliott* (L. R. 27 Ch. D. 318, 28 SOLICITORS' JOURNAL, 579). The question was as to the validity of a bequest to charitable purposes. A testator bequeathed to charitable purposes the residue of such part of his personal estate as could by law be so bequeathed. At the time of his death his personal estate consisted in part of a sum of £100, which was due to him on the security of a mortgage of the life estate of a lady in the income of a sum of £3,000, which was derived under the will of her father. The father's will authorized the investment of the £3,000 on (among other securities) real security, and, at the time when the mortgage of the life interest to the testator was executed, and at the time of his death, the £3,000 was invested in the names of the trustees of the father's will on a mortgage of some freehold houses. Another part of the testator's personal estate was a sum of £800, due to him on the security of a mortgage of the life interest of a widow lady in, and the interest in reversion expectant on her death of one of her two daughters in a moiety of, the funds subject to the trusts of her mother's marriage settlement. That settlement authorized the investment of the trust funds on (*inter alia*) real security, and, at the time of the execution of the mortgage to the testator, and at the time of his death, the greater part of the trust funds was invested in the names of trustees of the settlement on a mortgage of real estate. Another part of the testator's personal estate was a sum of £200, due to him on the security of a mortgage of the same life interest of the same widow lady, and of the interest in reversion of her other daughter in the other moiety of the same trust funds. At the date of this mortgage to the testator, and at the time of his death, the greater part of the trust funds was invested in the names of the trustees of the settlement on a mortgage of real estate. The question was whether these three sums of £100, £800, and £200, respectively, were interests in land, and whether they could be legally bequeathed by the testator to charitable objects. Pearson, J., held that the £100 could be so bequeathed, but that the other two sums could not. He said that, as the lady who mortgaged her life interest to the testator had simply a right to receive the income of the £3,000 from the trustees of her father's will, the testator could not, by means of foreclosure or otherwise, acquire any interest in the mortgaged real estate. As to the sums of £800 and £200, his lordship said that they must be considered together. The testator might possibly, by foreclosing both the mortgages, have become entitled to the trust funds in the state in which they then were, and thus have made himself the owner of the mortgaged trust funds in the condition of a mortgage of real estate. The appeal related only to the sums of £800 and £200. The COURT OF APPEAL affirmed the decision, on the ground that the mortgages to the testator really created an interest in land within the Statute of Charitable Uses. In the Court of Appeal a point was raised (which was not mentioned to Pearson, J.)—*viz.*, that, inasmuch as the whole of the funds subject to the trusts of the settlement was not invested on real security, but only a part, there ought to have been an apportionment in favour of the charities. The COURT, on the authority of *Brook v. Bradley* (16 W. R. 947, L. R. 3 Ch. 672), held that there could not be an apportionment.—COUNSEL, *Cosens-Hardy, Q.C.*, and *Vernon R. Smith*; *Solicitors, Peacock & Goddard.*

PETITION FOR APPOINTMENT OF NEW TRUSTEES—EXISTING POWER OF APPOINTMENT—STATEMENT IN PETITION.—In a case of *In re Sutton*, before the Court of Lunacy on the 8th inst., a petition, entitled in Lunacy and Chancery, was presented for the appointment of three new trustees of a marriage settlement, in place of a deceased trustee, a lunatic trustee, and a trustee who desired to retire. The petitioners were the husband and wife, who were tenants for life under the settlement, and the respondents were the children of the marriage and the retiring trustee. The settlement gave the petitioners a power to appoint new trustees, but this fact was not stated in the petition. The court (CORRON and FRY, L.JJ.) said that the petition ought to have stated the power, and that the petitioners did not desire to exercise it, and directed that the petition should be amended by inserting a statement to that effect. The court

would not appoint new trustees when there was a power of appointment, unless the donee of the power was unwilling to exercise it.—COUNSEL, *E. B. Cooper*; *FOOKS, SOLICITORS, F. S. Randolph*; *Mear & Fowler.*

MARRIED WOMAN—JUDGMENT AGAINST SEPARATE ESTATE—RETROSPECTIVE EFFECT OF MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1, SUB-SECTION 4, s. 19.—In a case of *Turnbull v. Forman*, before the Court of Appeal, No. 1, on the 10th inst., the question was as to the form of the judgment to be made against the separate estate of a married woman in an action on a contract made previously to the passing of the Married Women's Property Act, 1882. In 1879, the defendant and her husband, who was domiciled in Scotland, made in Edinburgh a joint and several promissory note. The husband and wife were married in 1870, and by a marriage settlement the defendant's property was settled to her separate use for life without power of anticipation. On April 30, 1885, the writ was issued in the present action on the promissory note. An order was made by a master under ord. 14, r. 1, in what was stated to be the present common form, giving the plaintiff liberty to sign final judgment, the execution to be limited to the separate estate of the defendant not subject to any restraint on anticipation, unless, by section 19 of the Married Women's Property Act, 1882, such property should be liable to execution notwithstanding such restraint. The order was affirmed by Mathew, J., who, having regard to the two conflicting cases of *Bursell v. Tanner* (32 W. R. 827, L. R. 13 Q. B. D. 691) and *Conolan v. Leyland* (L. R. 27 Ch. D. 632), gave the defendant leave to appeal direct to the Court of Appeal. On appeal, it was argued for the appellant that section 1, sub-section 4, of the Act of 1882 was not retrospective, and, therefore, that, according to *Pike v. Fitzgibbon* (29 W. R. 551, L. R. 17 Ch. D. 454), the judgment should operate as a charge on such property as the defendant had at the time when the promissory note was made, and as was free from any restraint on anticipation. A further point as to whether the Scotch law was not applicable was waived. For the respondent it was contended that the Act of 1882 was retrospective, and that the judgment should operate against the separate property, notwithstanding the restraint on anticipation. The court (BRETT, M.R., BAGGALLAY and BOWEN, L.JJ.) allowed the appeal. BRETT, M.R., said that it was a well-known rule of construction that, unless there are clear words to the contrary, an Act of Parliament affecting rights is to be construed prospectively, and not as affecting rights acquired before the passing of the Act. Sub-section 4 of section 1 of the Act of 1882 clearly affected rights, for it decided that a person in whose favour a contract has been made has a greater right than the limited right given him by *Pike v. Fitzgibbon*. He considered that the decision in *Conolan v. Leyland* was correct, and that *Bursell v. Tanner*, if supposed to be to the contrary, was incorrect. The effect of the former decision was that the order in the present case should be made as if the Act of 1882 had not been passed. BAGGALLAY and BOWEN, L.JJ., were of the same opinion.—COUNSEL, *R. Wallace*; *Cosens-Hardy, Q.C.*, and *Channell*. SOLICITORS, *T. White & Son*; *Claister & Shearman.*

SALE OF GOODS—RECEIPT AND ACCEPTANCE—STATUTE OF FRAUDS, s. 17.—In the case of *Page v. Morgan*, before the Court of Appeal, No. 1, on the 10th inst., the question was as to what constitutes an acceptance within the meaning of section 17 of the Statute of Frauds. The action was to recover the price of certain wheat sold by sample in the Chelmsford market by the plaintiff to the defendant, and damages for the non-acceptance of the wheat. It appeared that the wheat, which was in 178 sacks, was put into a barge and taken to the defendant's mill. It was not the custom to examine wheat in barges, and some of the sacks were drawn up into the mill and examined by the defendant's foreman, who said that the wheat was not equal to sample. The defendant then told the plaintiff that he would not take the wheat, and the sacks which had been received were eventually returned. At the trial, before Mr. Bulwer, Q.C., sitting as commissioner, at Chelmsford, the jury found that the wheat was equal to sample, and the learned commissioner directed the jury, on the authority of *Morton v. Tibbett* (15 Q. B. 428) and *Kibble v. Gough* (38 L. T. 206), that, if the defendant received the sacks into the mill merely for the purpose of examining them to see if they were equal to sample, that constituted receipt and acceptance within the meaning of the Statute of Frauds. A verdict was given for £44 for damages for non-acceptance. Lord Coleridge, C.J., and Cave, J., having refused an order for a new trial on the ground of misdirection or to enter judgment for the defendant, the defendant appealed. The court (BRETT, M.R., and BAGGALLAY and BOWEN, L.JJ.) dismissed the appeal. BRETT, M.R., said that the principles laid down in *Kibble v. Gough* were applicable to the case. It was there decided that where goods are delivered to and actual possession of them is taken by a man in such a way that a jury could think that he could not have done so honestly unless that he knew that he had made a contract in respect of the goods, and that they were delivered to him under that contract, and that he had a right to see whether he would reject them as not being equal to sample, then there was an acceptance which would satisfy the statute. The defendant not only received the goods, but took the sample in one hand and opened the bulk with the other, and examined the two together. It was impossible to come to any other conclusion than that, by those two acts, the defendant admitted that he had made a contract with regard to the goods, and was examining them to see whether they were equal to sample in accordance with the contract; and, there being an actual receipt of the goods, that was all that was necessary to entitle the jury to say that the defendant had accepted the goods so as to satisfy the statute. BAGGALLAY and BOWEN, L.JJ., were of the same opinion.—COUNSEL, *Murphy, Q.C.*, and *Morton*; *Philbrick, Q.C.*, and *R. F. Williams*. SOLICITORS, *Duffield & Bruty*; *Clapham & Fitch.*

EXECUTOR—RETAINER—COMPANY—WINDING UP—BALANCE ORDER—COMPANIES ACT, 1862, ss. 75, 76, 102, 103, 105—GENERAL ORDER, NOVEMBER, 1862, SCHEDULE 3, FORM 39.—In a case of *The International Marine Hydrographic Company v. Hawes*, before the Court of Appeal, No. 2, on the 5th inst., there was a question as to the right of an executor to retain a debt of his own as against the claim of the official liquidator of a company, of which the testator was a contributory, in respect of a balance order made against the executors. Section 75 of the Companies Act, 1862, provides that the liability of a contributory shall be deemed to create a debt in the nature of a specialty. Section 76 provides that the personal representatives, heirs, and devisees of a deceased contributory "shall be liable in a due course of administration to contribute to the assets of the company in discharge of the liability of such deceased contributory, and such personal representatives, heirs, and devisees shall be deemed to be contributories accordingly." By section 102 the court is enabled to "make calls on, and order payment thereof by, all or any of the contributories." By section 105, "If any person made a contributory, as personal representative of a deceased contributory, makes default in paying any sum ordered to be paid by him, proceedings may be taken for administering the personal and real estates of such deceased contributory, and of compelling payment thereof of the moneys due." Before the testator's death he had been settled on the list of contributories of a company, which had been ordered to be wound up. A call was made, and an order was made upon the testator to pay £225 in respect of the call. The liquidator did not know of the death of the testator till after this order had been made. On the 11th of October the liquidator commenced the action in the name of the company against the executors to administer the testator's estate. On the 18th of October a balance order in respect of the call was made on the executors. The order, which was according to form No. 39 in schedule 3 to the General Order of November, 1862, ordered the executors (by name) of J. H. (the testator), a contributory of the company, on or before the 28th of October, or within four days after service, "to pay to the liquidator the sum of £225 out of the assets of J. H. in their hands as such legal personal representatives as aforesaid, to be administered in a due course of administration, if the said executors have in their hands so much to be administered." On the 24th of October H., one of the executors, gave the liquidator notice that he claimed to retain £306 10s. out of the assets, the testator's estate being insolvent. This claim was made in respect of a mortgage debt due by the testator to three persons (of whom H. was one) as trustees, the mortgage security having been realized and having proved insufficient. The chief clerk by his certificate in the action disallowed H. the £306 10s., and Bacon, V.C., affirmed the decision, holding that, the claim to retain not having been asserted before the balance order was made, it was the duty of the executors to obey that order after it had been made. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) reversed the decision, and upheld the executor's claim to retain. On behalf of the liquidator, it was contended that the balance order had the effect of a judgment against the executors, and entitled him to priority over the debt due to the executors, if it was a debt of equal degree. COTTON, L.J., said that, independently of the balance order, the executor would clearly have had a right of retainer. It was said that the liquidator, though he was not a creditor of the testator, had, by virtue of the balance order, obtained priority over the claim of the executors. But the balance order was only an order to pay out of the assets of the testator "in a due course of administration." If a creditor of the testator had obtained judgment against the executors, the judgment would have ordered them to pay out of the assets of the testator, and, if execution had issued on that judgment, the sheriff would have been directed to levy so much as was necessary out of the goods of the testator in the hands of the executors. Of course, he would levy at his own risk if he seized goods which were not goods of the testator. But in the present case the order was quite different. The payment was to be made out of the assets "in a due course of administration." The writ, which would be delivered to the sheriff in the ordinary case of a judgment against executors, would be inapplicable. In his lordship's opinion no writ of execution could be issued to the sheriff on such an order, which was not simply an order to pay out of the testator's assets, but an order to pay "in a due course of administration." When a balance order was asked for against an executor, he would not be allowed to plead in answer *plene administravit*, because the order was only to pay out of the assets in a due course of administration. As he would have no opportunity at the time when the balance order was made of raising that defence, or of showing that he had properly retained a debt of his own, it must be open to him to do so afterwards. The balance order merely placed the liquidator in a position to enforce his claim by administration of the testator's estate, if the executor could not show that he had fully administered or properly retained. The balance order was not such a judgment against the executors as gave the liquidator any priority which he had not before, or deprived the executor of his right of retainer. BOWEN, L.J., thought that the form of the order was decisive of the question. It was not a judgment *de bonis testatoris*, nor was it such an order for payment out of the assets as was equivalent to such a judgment. How could a writ of *fi. fa.* be issued upon it? The ordinary writ of *fi. fa.* on a judgment *de bonis testatoris* would be fatal to variance with the order. If the words, "in a due course of administration," were inserted in the writ, they would throw on the sheriff the duty of administering the estate, which would be absurd, and, if those words were omitted, the writ would be inconsistent with the order in a vital point. FRY, L.J., thought that the whole question could be determined on the form of the order. But he was also of opinion that the order expressed in substance the rights of the parties. The words, "to be administered in a due course of administration," appeared to him to preserve all priorities and all rights which would have

existed if the order had not been made. In this point of view it was analogous to an administration decree or judgment, which, it was known, did not affect priorities. And he thought that it was a correct form of order, having regard to the nature of the proceedings. The executor could not have resisted the making of the order by showing that he had fully administered or had retained a debt of his own, for the answer to him would have been, Your rights will not be affected. The order was only a step towards an administration judgment. It was well settled that an administration judgment did not deprive the executor of his right of retainer, and an order which was only a step towards an administration judgment could not do so.—COUNSEL, *Marten, Q.C.*, and *J. S. Parkin, Miller, Q.C.*, and *S. Hall*. SOLICITORS, *Baker, Baker, & Hawes; Pritchard, Englefield, & Co.*

HUSBAND AND WIFE—SEPARATION DEED—COVENANT BY HUSBAND WITH TRUSTEES TO PAY FOR MAINTENANCE AND EDUCATION OF CHILDREN—RIGHT OF CHILD TO ENFORCE PERFORMANCE OF COVENANT.—In a case of *Gandy v. Gandy*, before the Court of Appeal, No. 2, on the 5th inst., an important question arose as to the right of a child to enforce against her father the performance of a covenant, entered into by him with the trustees of a deed of separation between himself and his wife, that he would pay the expense of the maintenance and education of some of the children of the marriage. The deed contained a recital that the husband and wife had agreed to live separately from each other, and by it the husband covenanted with the trustees (*inter alia*) that he would, during the continuance of the deed, and if the wife should survive him, then, during her life, subject to the due performance of the covenants therein contained, pay to the trustees, for the use of the wife and her daughters, other than the two youngest daughters, the annual sum of £252, and, further, that he would also pay to the trustees all the expenses connected with the maintenance and education of the two youngest daughters of himself and his wife, provided that the trustees permitted those daughters to go to such school as he should from time to time direct, and provided, also, that the covenants therein contained on the part of the trustees were duly observed and performed. Provided, also, that the wife should not be entitled to the custody of the two youngest children, but they should remain and live at such place or places (being reasonable and proper for that purpose) as the husband should direct, and should be maintained and educated at the expense of the husband, but the husband and wife should have all reasonable access to, and intercourse with, them, and they might from time to time temporarily reside with the husband if they should wish to do so. And the trustees covenanted with the husband that they would at all times, during the continuance of the separation, keep the husband indemnified against the debts of the wife or her daughters (except the expenses connected with the maintenance and education of the two youngest daughters as thereinbefore provided for) and against all annoyance or molestation on the part of the wife and her daughters (other than as aforesaid), and that the wife would not, at any time thereafter, commence any proceedings for compelling the husband to allow her any support, maintenance, or alimony, except as aforesaid, or to cohabit or live with her. And the trustees further covenanted with the husband that they would, on his defraying all the expenses connected therewith, as aforesaid, carry out his desires in respect to the school or schools at which his said two youngest daughters should be educated, and the place or places at which they should live, as he might from time to time direct, and also that the trustees would permit the said two youngest children, if they so desired, and without any interference on the part of the wife, to accept any invitation which the husband might from time to time give them to reside with him. The action was brought by one of the youngest daughters, who was an infant, by a next friend, against her father and the trustees of the deed. She alleged that her father had refused to make any payment for her maintenance, and that the trustees of the deed had refused to co-operate with her in the action. She claimed a declaration that, according to the true construction of the deed, the father was liable to pay to the trustees on her behalf all the expenses connected with her maintenance, and an order for payment by him accordingly. The trustees did not appear. Bacon, V.C., held that the plaintiff was entitled to sue and to have the relief which she claimed. On the appeal, the preliminary objection was raised that the plaintiff could not sue upon a covenant to which she was not a party, and that there was no trust created by the deed for her benefit. On behalf of the plaintiff it was contended that the trustees were trustees of the covenant for the younger daughters. The Court of Appeal (COTTON, BOWEN, and FRY, L.JJ.) held that the plaintiff could not maintain the action. COTTON, L.J., said that, as a general rule, a contract could not be enforced by a person who was not a party to it. The rule was, however, subject to this exception, that, if the contract had been entered into with one of the parties on behalf of a third person in such a way as to entitle that third person to say that he was a *cuius que interest* of the benefit of the contract, the third person was entitled, as having a beneficial interest, to sue the person who had contracted in order to enforce the contract. Was the present case within the exception from the general rule? Was it intended to give the infant children any beneficial interest in the consequence of the covenant being performed? In his lordship's opinion it was not. The parties to the deed were the husband and wife. The husband's covenants were intended to give the wife beneficial interests which she would not otherwise have had, and the trustees and the husband could not alter the provisions of the deed without the consent of the wife. But, in his lordship's opinion, it was not intended to give the younger children any beneficial rights, but merely to make provisions with reference to them as between the husband and wife. The objection was, therefore, fatal. But it was not taken in the statement of defence,

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and his lordship thought that the appeal ought to be allowed to stand over to give the plaintiff an opportunity of seeing whether she could induce the trustees to allow their names to be used as plaintiffs. *BOWEN, L.J.*, said that, at law, no doubt, as a general rule, a contract by one person with another, that the first would do something for the benefit of a stranger, could not be enforced by the stranger. But, if the true intent and effect of the separation deed was to give the children a beneficial right to have the covenant performed, and a right to call upon the trustees to enforce the performance, the plaintiff would be outside the common law doctrine, and would be entitled to enforce the covenant. But he agreed, with *COTTON, L.J.*, that the younger children took no beneficial interest under the deed. *FRY, L.J.*, said that the substantial question was whether the trustees were trustees of the father's covenant for the plaintiff, and to answer that question the whole of the deed must be looked at. The trustees were entrusted with considerable authority over the younger children, and, if they had some responsibility, they had also some discretion. He thought they could not be compelled to send the younger children to any school which they thought would not be for their benefit. The covenant of the father was not a simple covenant to pay money: it was contingent on certain acts being done by the trustees, and they had a discretion as to enforcing it. His lordship agreed that in its present form the action could not succeed, but he thought that liberty to amend should be given.—*COUNSEL, Marten, Q.C., Davey, Q.C., and Ingle Joyce; Hemming, Q.C., and Roger Gaskell. SOLICITORS, Gregory, Rowcliffe, & Co.; W. & A. Ranken Ford.*

EXECUTOR—RETAINER—EXECUTORS OF DECEASED EXECUTOR.—In a case of *Norton v. Compton*, before the Court of Appeal, No. 2, on the 9th inst., a question arose as to an executor's right of retainer. By a marriage settlement, executed in 1872, the husband covenanted to assign to the trustees of the settlement, to be held by them on the trusts therein declared for the benefit of the wife and the issue of the marriage, a policy of assurance for £1,500 on his own life. The husband died in 1881, without having performed the covenant. He appointed his wife and another person executors of his will, and in the first instance the wife alone proved the will. There were no issue of the marriage, and consequently the wife became, under the trusts of the settlement, absolutely entitled to the policy. The action was brought by a creditor to administer the estate of the husband, the wife being the defendant, and she (having previously released the trustees of the settlement) claimed to prove in the action against the estate of her husband for £1,500, the value of the policy, and to be entitled to retain that amount out of the assets in priority. She died in 1882, and the other executor of her husband's will then proved the will. The executors of the wife claimed the right of retainer which she had asserted in her lifetime. *PEARSON, J.*, held (28 *SOLICITORS' JOURNAL*, 534), as he held in *Wilson v. Corwell* (27 *SOLICITORS' JOURNAL*, 484, *L. R. 23 Ch. D. 764*), that, inasmuch as the wife had claimed the right of retainer during her life, her executors were, on behalf of her estate, entitled to the benefit of the claim, though they did not represent the estate of the husband, there being a surviving executor of his will, and that *Hogton v. Dryden* (*Proc. in Chancery*, 179) did not apply. And his lordship ordered that the executors of the wife were accordingly entitled to priority over the other creditors of the husband in respect of the £1,500. The Court of Appeal (*COTTON, LINDLEY, and FRY, L.JJ.*) disapproved of the decision in *Wilson v. Corwell*, and were of opinion that, under such circumstances, the executors of the wife could claim priority only in respect of such assets of the husband's estate as were received by the wife or paid into court during her life. *COTTON, L.J.*, said that the foundation of the right of retainer was that an executor, who was also a creditor of the testator, having assets of the testator in his hands and not being able to sue himself, ought not to be in a worse position than any other creditor who was able to sue the executor. The right of retainer applied to assets which the executor had in his hands, and it extended also to assets which were paid into court by a debtor to the estate, instead of being paid direct to the executor. In the case of assets got in after the death of an executor, who left another executor surviving him, the foundation of the right of retainer was wanting, because the right to receive those assets was in the surviving executor, not in the executors of the deceased executor. The decision of *Pearson, J.*, was founded on his own previous decision in *Wilson v. Corwell*. If in that case assets had been got in during the life of the deceased executrix, the Lord Justice said that he could follow that decision; otherwise he could not. It had been urged in the present case that there could be no right of retainer at all, because there was no debt, but only a right to recover damages for the breach of the testator's covenant, and the damages had been liquidated. But though the claim was for damages, there was a certain measure for them. The amount of the damages was not arbitrary, as in a case of tort, but was equal to the amount of the policy. *LEANE v. Carey* (2 *W. Bl.* 965) was an authority that in such a case there was a right of retainer. *LINDLEY, L.J.*, concurred. He said that *Hogton v. Dryden* had been followed until *Wilson v. Corwell*. On the facts as they appeared in the report, he thought that the decision in *Wilson v. Corwell* was wrong. *FRY, L.J.*, said that the deceased executrix had a right of retainer, and if she had retained no declaration of priority would be necessary. The right of retainer did not exist in the case of the executor of an executor who was not also the executor of the original testator, and had no right to receive his assets. In such a case the union of two characters—executor and creditor—which was the foundation of the right of retainer, did not exist.—*COUNSEL, Coombs-Hardy, Q.C., and Methell; Everett, Q.C., and Edward Brice. SOLICITORS, Carr & Son; R. F. Parker & Penfold.*

HUSBAND AND WIFE—JUDICIAL SEPARATION—CRUELTY.—In a case of

Wodehouse v. Wodehouse, before the Court of Appeal, No. 2, on the 10th inst., the question arose what is "cruelty," in a legal sense, which will justify the court in decreeing a judicial separation between a husband and wife at the suit of the wife. No actual physical violence was alleged by the wife, but she relied on conduct on the part of the husband which was said to amount to "moral" cruelty. The act mainly relied on was that on one occasion the husband, when his wife was in delicate health and confined to her bed, had ordered his servants not to attend on her, and not to supply her with any food, and had gone away from her without leaving her any money. After this the wife left her husband's house. *HANNEN, P.*, held that legal cruelty had not been proved, and the Court of Appeal (*COTTON, LINDLEY, and FRY, L.JJ.*) affirmed the decision. *COTTON, L.J.*, said that in such a case it was not necessary to prove actual injury to the health of the wife. If the court was satisfied that there had been a course of conduct on the part of the husband which, if it was continued, would probably result in injury to the wife's health, the court could interfere. Although it was not necessary that there should be several acts of cruelty, yet, if there were only one or two, they must be of such a nature as to induce the court to conclude that, if the cohabitation continued, there would be a course of conduct on the part of the husband which would be injurious to the health of the wife. It was impossible to avoid speaking in the strongest language of any man who, whatever cause he might have to complain of his wife, should act in such a way as the respondent had in ordering his servants not to supply his wife with food. But, however unjustifiable and brutal were the orders which he then gave, in his lordship's opinion there was no reasonable probability that, if the cohabitation continued, he would continue to behave as he then did. His lordship did not think that the wife's health was then injured. No doubt if such conduct had continued it would have been injurious to her health. It was not necessary that there should be actual violence on the part of the husband; but, if there had not already been injury to the wife's health, the court must be able to come to the conclusion that there was a reasonable probability of the continuance of acts by the husband which would be injurious to her health. *LINDLEY, L.J.*, was of the same opinion. The evidence showed that the husband had behaved to his wife in a manner unkind and unfeeling in the extreme. But his lordship did not think that the evidence warranted the conclusion that he intended to starve her, or that, if she had continued to live with him, he would have done so. *FRY, L.J.*, said that the court must not allow its sympathy with the wife to carry them away from the ascertained landmarks of the law. Cruelty must not be extended to all family quarrels. To entitle the court to interfere there must be a probability that continued cohabitation would be either unsafe or attended with real injury to the health of the wife.—*COUNSEL, Dr. Deane, Q.C., Sir H. Gifford, Q.C., and John Oyle; Inderwick, Q.C., and Mattinson. SOLICITORS, J. J. Oridlund; Andrew, Wood, & Glasier.*

INFANT—MAINTENANCE—ORDER ON TRUSTEES—JURISDICTION ON SUMMONS.—In a case of *In re Lefthouse*, before the Court of Appeal, No. 2, on the 3rd inst., a question arose as to the jurisdiction upon a summons in the matter of an infant to order the trustees of a will to pay part of the income of a fund to which, under the will, the infant was contingently entitled, to her father for her maintenance and education. The will gave the trustees a power to apply all or any part of the income for the maintenance and education of the infant during her minority. *BACON, V.C.*, upon a summons taken out by the infant, by a next friend, entitled in the matter of the infant, ordered the trustees to pay a part of the income to her father during her minority for her maintenance and education. The question was raised whether the court could overrule the discretion of the trustees, who had declined to make so large an allowance. Without deciding this point, the court (*COTTON, LINDLEY, and FRY, L.JJ.*) discharged the order of the Vice-Chancellor, on the ground that in such a proceeding there was no jurisdiction to order the trustees to do anything. *COTTON, L.J.*, said that on a summons in the matter of an infant the court could appoint a guardian, or advise the trustees as to the amount to be allowed for its maintenance, but there was no jurisdiction to make an administration order against the trustees or any other person, except in the case of a contempt of court. The order which was made by the Vice-Chancellor could only be made in an action constituted either by a writ or an originating summons. *LINDLEY and FRY, L.JJ.*, concurred.—*COUNSEL, Hemming, Q.C., and Fennell; Marten, Q.C., and Bardeuall. SOLICITORS, J. J. & C. J. Allen; Jaques, Layton, & Co.*

HIGH COURT OF JUSTICE.

WILL—PERSONA DESIGNATA—LEGACY TO WIFE SUBSEQUENTLY DIVORCED.—In the case of *Nelson v. Morris*, before Chitty, J., on the 9th inst., the question arose as to whether a legacy by a testator to his wife was rendered void by her subsequent divorce. It appeared that the testator had by his will appointed his wife guardian of his children during her widowhood, bequeathed a legacy of £200 for her immediate use, to be paid to his said wife within one calendar month after his death, and also bequeathed to her a life interest in his residuary estate during her widowhood. The testator's wife was, after the date of the will, divorced from the testator, and during his lifetime married the co-respondent in the divorce suit. Very shortly after the testator's death she died, and the legacy of £200 was claimed by the trustee in bankruptcy of her second husband. *CHITTY, J.*, said that, although the lady at the date of the testator's death was certainly not his widow, yet it was equally clear that at the date of the will she was his wife. The legacy contained in the will was a gift to the person who filled the character of wife at the date at

which the description of the person described as wife was to be ascertained. That date was the date of the will, and not that of the death. The question was covered by the case of *In re Boddington, Boddington v. Clariat* (31 W. R. 449, L. R. 22 Ch. D. 597). Moreover, the legacy of £200 was by the will itself distinguished from the life interest given in the residue, and from the appointment of guardian, for the life interest and guardianship were limited during widowhood, whereas the legacy of £200 was subject to no limitation. The trustee in bankruptcy of the second husband was entitled to receive the legacy.—COUNSEL, *Joseph Beaumont; Hadley; Macnaghten, Q.C., and Dunham; Warrington. Solicitors, Linklaters; Oehme & Summerhays; Walker & Whitfield; C. P. Pritchard & Marshall.*

TRADE-MARK—REGISTRATION—TRADE-MARKS ACT, 1883.—In *In re Sons & Fleming Manufacturing Company's Trade-Mark*, which came before Kay, J., on the 3rd inst., a question arose whether the applicants, who were the registered owners of a trade-mark in America, were entitled to register their trade-mark in England, notwithstanding its similarity to a trade-mark already on the register for the same class of goods. In 1881 the applicants registered in New York several trade-marks for illuminating oils, including one called the "White Rose." On the 21st of November, 1884, an application (No. 41020) was lodged at the Patent Office on behalf of the applicants to register the above marks in England. The Comptroller of Trade-Marks declined to register the "White Rose," on the ground of its similarity to another trade-mark (No. 12952), registered in 1877 by R. & Co., oil merchants, of Exeter, for goods of the same description. The applicants appealed to the Board of Trade, and the Board referred the matter to the court under section 62 of the Trade-Marks Act, 1883. The essential features of the applicants' trade-mark were the words "White Rose," and the representation of a rose under a semi-circle formed by those words. R. & Co.'s trade-mark consisted of a circle containing the words "Rosaline Oil" printed horizontally, with a representation of a rose both above and below the words, and in each of the four quarters of the circle there was a monogram. Evidence was adduced to show that the applicants sent large quantities of oil to England, and that their trade-mark was known in England before 1875. R. & Co. did not appear upon the summons, but they wrote to the comptroller objecting to the application. Kay, J., said that, if the mark of the applicants were a new mark, he should not have allowed it to be registered; but, inasmuch as the "Rosaline" mark was not registered until 1878, whereas the "White Rose" mark was known in the trade in England before 1875, he thought it would be a hardship to compel the applicants to change their mark after their goods had become known to the public, because somebody else had subsequently placed a similar mark upon the register. His lordship directed the registration to be proceeded with, upon the footing of the mark being an old mark.—COUNSEL, *E. S. Ford; Stirling. Solicitors, Basil E. Greenwood; Solicitor to the Board of Trade.*

PRACTICE—MORTGAGE—ORDER FOR SALE—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT. C. 41), s. 25.—In a case of *Green v. Biggs*, which was an action for foreclosure or sale, and which came on before Kay, J., on the 8th inst., upon motion for judgment in default of appearance, the point was as to whether any and what time should be given to the mortgagor to redeem, notwithstanding default of appearance, a speedy sale of the property being pressed for. There was no evidence of the property comprised in the charge being insufficient for the payment of the amount due under it. Kay, J., directed that the sale be then ordered, under the Conveyancing Act, 1881, s. 25, sub-section 2, of so much of the property charged as should be sufficient to satisfy what should be found due to the mortgagee, should not take place for three months after the date of the chief clerk's certificate, which should find the amount due to the mortgagee, although he was asked to order the sale to be made immediately after the certificate on the authority of *Wade v. Wilson* (L. R. 22 Ch. D. 235).—COUNSEL, *Mulligan. Solicitor, Wm. Horsley.*

CASES AFFECTING SOLICITORS.

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

(Before GROVE and DENMAN, JJ.)

Dec. 8.—In the Matter of A Solicitor, Ex parte Spence and another, Executors.

This was an application calling upon Mr. Joseph Scott, a solicitor, to show cause why he should not be struck off the rolls. The case had been adjourned several times in order that the solicitor might have an opportunity of giving his version of the matters complained of by the applicants. In January last they had instructed him to obtain probate of the will of one Charles Spence, deceased, and, on the 16th of that month, had given him a cheque for £200 for the expenses of the probate. This cheque had been cashed by Mr. Joseph Scott on the following day, but he did not appear to have taken any steps towards obtaining the probate, though he had represented to the executors that he had done so, writing to them, first on the 26th of January, and subsequently on the 11th of February, that the probate would be ready on the following days. Eventually, the executors had gone to Somerset House, and, in answer to their inquiries, had been informed that no papers in the matter had been left there. As they were unable to see Mr. J. Scott, they had instructed another solicitor to demand from him the return of their papers and the £200. As this solicitor could obtain neither for them, they had instructed him to serve a notice of the present motion on Mr. Scott, who had, on the morning of the

return of the summons, sent back the papers. Subsequently, he had paid back £50, and, after an adjournment of the case, £50 more to them. Just before the case had again come on for hearing one day last week he had further repaid the remaining £100. From the correspondence between the second solicitor for the applicants and Mr. Scott, it appeared that they had several times consented to give him time to find the money, and had not pressed on this motion.

Fullarton appeared for the applicants; and Palmer was for the solicitor. Palmer, in addressing the court on behalf of Mr. J. Scott, read an affidavit, sworn by him, in which he denied that he had received the money from the applicants for the specific purposes of the probate, and stated that the money had been used by him for payments which he had been called upon to make in the conduct of his general business. He further stated that he had always intended to repay the £200 as soon as he should be able to do so, and that he had now already done it. The learned counsel asked the court to deal leniently with the solicitor, against whom, though he had been in practice for over twenty years, there had never been any previous complaint as to the manner in which he had conducted his business.

GROVE, J., in giving judgment, said that he had entertained great doubt whether the court could inflict any less severe punishment on the solicitor than that of striking him off the rolls. His affidavit was no answer to the charges made against him, but at the same time it was clear that the applicants had only been concerned to get back their money from him. He (the learned judge) wished that the Incorporated Law Society had been represented in the case, and supposed that this would have been the case had any previous complaints of Mr. Scott's professional conduct been brought to their knowledge. Looking at all the circumstances of the case, the court felt bound to order that Mr. Scott should be suspended from practising as a solicitor for three years.

DENMAN, J., concurred.

The court refused to order the solicitor to pay the costs of the motion.—Times.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The twenty-fifth anniversary festival in aid of the funds of the Solicitors' Benevolent Association was held at the Star and Garter Hotel, Richmond, on Wednesday evening, under the presidency of Mr. JOHN HOLLAND. About ninety gentlemen were present.

The association, instituted in 1858, is composed of solicitors practising (at the period of their admission as members) in England or Wales. Its objects are to relieve, either by donations or annuities, necessitous members and their wives, and the necessitous widows and families of deceased members, and, in special cases, the parents or collateral relations of deceased members; and, secondly, such necessitous persons as are, or have been, attorneys, solicitors, or proctors, and have not been members, and their wives and families, and the necessitous widows and families of deceased attorneys, solicitors, or proctors who were not members of the association at the time of their decease. The board ventured to request the co-operation of their professional brethren in all parts of the country in increasing the resources of the association. Between 600 and 700 cases have been assisted from it, and a sum of £30,857 5s. has been granted in relief. Many of the applicants who continue in necessitous circumstances receive annual gratuities. A strict inquiry is made into the merits of each case. The sum of £2,997 10s. was expended last year in relief.

The CHAIRMAN, who was received with loud applause, having, in a few appropriate words, proposed the health of the Queen, which was received with the customary enthusiasm, gave the toast of "The Bench and the Bar." He said that all Englishmen were proud of her Majesty's judges, but it was only lawyers—those only who were in the habit of practising before them—who could fully comprehend the way in which they discharged their duties. They knew how arduous these duties were. They saw the judge on one occasion tried as human nature must be tried by a persistent hopeless argument on some question of law or fact, and they could imagine that that must be no slight trial. Another day the judge had the anxious duty consequent upon having practically, if not nominally, the issues of life and death very much in his hand. Another day he had to guard that which was dearer than life itself to some—the reputation and character of those who were before them. Again, they saw the judge called upon to lay down principles of law for the guidance of future generations, and, in the present day, he thought that duty had become more laborious. For the judge seemed practically to be expected, not merely to give his judgment and express his opinion, but to write a treatise upon the law, and, although no one would probably desire to return to the old system of terms and vacations, they must see that recent changes involved an immense addition to the duties of the judges. They had to-night the presence of a very distinguished member of the judicial bench. He might take the liberty of saying that he had had the pleasure of knowing Mr. Justice Mathew from the commencement of his professional career. Probably no man ever had it fall to his lot, when at the bar, to have business of so exceptionally intricate, important, and difficult kind, and he ventured to say, without the slightest fear of contradiction, that no man ever performed his duties at the bar more zealously, more ably, or more to the advantage of those who had the benefit of his services. They knew with what intense satisfaction his appointment to the judicial bench had been received, and they all knew

that nothing had occurred, and he was sure nothing would occur, to lessen that feeling of satisfaction. It was unnecessary for him, in such a company, to dwell upon the services of the bar. They appealed to the bar constantly to assert and maintain or advise upon the interests of their clients. The labours of the bar, like the labours of the judges, had greatly increased in recent times. It seemed to him that, when any question of difficulty on law arose, counsel was now not only expected to refer and look up what had ever been said by any English judge upon the subject, or in any way bearing upon the subject, but he was also expected to refer to what American lawyers had said, and constantly also to foreign jurists. If they went on without any attempt at an amendment of the law in the shape of codification, or something of the kind, it seemed to him that before long they would want, not libraries, but warehouses, for their books. They were honoured that evening with the presence of some distinguished members of the bar, all of whom were known to them, and there was no more distinguished member, none more worthily known, than their friend Mr. Napier Higgins.

Mr. Justice Mathew, who was received with loud cheering, responded for the bench, first expressing his sympathy with the objects which had led the solicitors to form this association. The chairman had said more than the usual flattering things of the bench, and, ordinarily, he confessed that, in responding to such a toast, he felt extremely uneasy. But, in the presence of such an assembly as this, he felt more at his ease, because, if any of the kind things which had been said were deserved, the solicitors were fully entitled to share in the honours of the occasion. As they all knew, the man who was appointed a judge had previously been in the position of a hard-worked barrister, and the gentlemen who appointed the hard-worked barristers were those whom he saw around him. When he heard that there was a fear that the bench might fail any longer to exhibit the qualities of mind and character the country was so proud of, he did not feel very despondent, because, when they failed, other professions would begin to fail, and he had no fear about that. He was extremely glad to be aware of the existence of this valuable association. It was a little older, but not much, than the kindred institution recently established at the bar, and that institution was not established without some difficulty, because there was an impression that it was rather derogatory to a great profession to admit that there could be such a thing as disappointment and disaster amongst its members. He dare say that impression might have retarded the formation of the Solicitors' Benevolent Association. Lawyers appeared to think that they were an exception to the general rule, and that the great saying, "The poor you have always with you," should be read with an exception in favour of that class most favoured by Providence—the lawyers. Many instances, he was sure, had taught them the contrary, and he recollected, shortly after the formation of the Barristers' Benevolent Association, that an instance occurred which did more to help that association than all the oratory of the members of the bar. On the first occasion of their meeting in the Middle Temple Hall, they heard that there was a member of their profession, whom they all knew, who was in despair because he had been informed that he must go to the workhouse to die. In the old times he would have gone to the workhouse, and no one would have known anything more about him; but the association were able to step in and soothe the poor creature's end. This had done more for them than all the eloquence of the great dignitaries of the bench who had been kind enough to come and assist them from time to time.

Mr. J. NAPIER HIGGINS, Q.C., returned thanks for the bar. He said the election to the bench in this country differed from continental countries throughout Europe. In other countries men were bred and brought up to the bench, starting as judges. They commenced as inferior judges, and after perhaps forty years became judges of the Court of Cassation. They might never have rubbed skirts with their brethren—never come into contact with the real business of life, and might know nothing of the desires and the wants of those who had to do the real work of litigation—and might acquire the highest position without that sort of qualification which was necessary in this country, where men, before they could get to the bench, had to fight their way amongst the ranks of their brethren. Every man before he got to the bench had to show what he was made of, and it was one of the proudest distinctions of the bench, at the present moment, that there was not a single man upon the bench of whom an appreciable number of his countrymen would say he ought not to be there. It spoke also well for the bar that one never heard an unkindly word spoken of a man who had been raised, but they were all ready generously to acknowledge his merits. This was never more true of anyone than of Mr. Justice Mathew. He (Mr. Higgins) might say on behalf of the bar that, notwithstanding the many great changes which had taken place, followed by what were called general orders and rules with a vast number of clauses and sub-clauses, and which would require not only a warehouse, but a whole pandemonium of warehouses to contain the books which might be written on them—notwithstanding all these disastrous changes the bar had endeavoured to do their duty faithfully, and that was recognized by the profession. He had been at the festivals of the association before, and had for years been aware of their benevolent exertions. He hoped the association would live and flourish and be the occasion year after year of bringing together members of both branches of the profession, and also members of judicial bench, and that these might be occasions of kindly fellowship in addition to promoting the object for which the association was instituted.

The CHAIRMAN next gave the toast of "The Solicitors' Benevolent Association, and may prosperity continue to attend it." He said: I should have been glad if the task of proposing this toast had fallen to more competent hands, but your directors were kind enough to ask me to take the chair, and I felt I should be setting a bad example if I declined. As you are aware, it was for some time the practice of your directors to

request some illustrious judge or eminent public man to take the chair upon these occasions. No doubt that made these meetings very attractive, and in that respect it was advantageous to the society. But I believe your directors felt that probably if one of the body of solicitors was to take the chair he might be expected, in other ways than a public man could do, to endeavour to promote the interests of the institution. As this was a solicitors' body, not seeking external aid, it might, perhaps, well be thought that we ought to discharge all duties appertaining to it, and that we ought to receive as guests those visitors who so kindly honour us with their sympathy and company on these occasions, without asking them to discharge the duties properly belonging to ourselves. It is a great satisfaction to know that the toast I have to propose requires no advocacy at my hands, because the very circumstance of your being here shows the interest you take in this society, and that you acknowledge the duty of supporting it. This society, as you are aware, was established in the year 1858, and its objects are to relieve necessitous members of the profession, their wives and families, without limit to those who have been subscribers to this society. I cannot conceive anything more beneficial, or more desirable, or, I may say, more necessary. It would be odd indeed if a profession so precarious as our own were without such an institution, seeing that there are such societies happily for all classes in all callings. I think the day has passed, or nearly passed, happily, when it was not uncommon to hear unsuccessful members of the profession spoken of somewhat with reproach, and to hear arguments that such societies as these rather encouraged improvidence. I cannot, myself, believe that there is any foundation for that view. I cannot understand the suggestion that a professional man would be improvident because there would possibly be charitable relief for him. The thing seems to me to be absurd. Still less do I enter into the feelings of those who would reproach others in the profession who have been indiscreet; or, it may be, more than indiscreet. This society had a small beginning, but, fortunately, it has made considerable progress. It is usual on such occasions as these to adopt a congratulatory tone, and it is always pleasant to adopt such a tone, especially if, in so doing, it seems to reflect somewhat favourably upon ourselves. You will pardon me if I rather take the other view to-night. I do not think that we may view the past with unmixed gratification. I find, according to my calculation, that only about one-fifth of the whole body of solicitors contribute to the funds of this institution, and if my calculation is right, the average contribution is about four shillings per head. Now, I do not think, and I do not believe, any one in the room will consider that that is satisfactory. A great deal of good has been done, but the question is, whether a great deal more ought not to be done. Comparisons are said to be objectionable. I have referred to the efforts of two or three other bodies which may be said to be somewhat kindred to the association. I find that the actors collect a great deal more than we do, the commercial travellers very much more; the farmers, notwithstanding agricultural distress, four times as much as we do. Since I have been in the room, a friend has reminded me that there are 1,600 members of the Stock Exchange, and they annually contribute between £5,000 and £6,000 for distressed members. I think that ought to make us consider whether we are not called upon to do more than we have done. I do believe that much arises from this society not being sufficiently known, and I am encouraged in that belief because, since I was requested to take the chair, I have availed myself somewhat freely of the opportunity of communicating with my professional friends and asking for their assistance, and calling their attention to the society, and I do desire to express, in the warmest possible manner, my thanks for the response which I have met with to these appeals. In reply to many of them I have received letters stating, "I really did not know anything about the society, and I am very happy to subscribe." I think we ought to make an effort to put an end to that state of things and to take care that those who are open to the reproach of not contributing to the funds shall at least have their attention called to the necessities of the case. Pray do not let it be supposed that in what I have said I am imputing to the founders and directors of this society, who have done such good service, that they have been in the slightest degree lax in their duties, which they have so kindly undertaken. They have, beyond all doubt, laboured without fee or reward, and with the sacrifice of money, and with the sacrifice of that which has been more to them than money—valuable time, and have devoted themselves to the promoting of the interests of this valuable association, and, for a limited body, as they necessarily are, they have done wonders, and we, the whole body of solicitors, must aid them. I think we are bound to aid them with something more than words. We are bound to see what we can do. We can picture to ourselves how painful and disagreeable it must be to those gentlemen in the position of directors of an institution of this kind to refuse adequate relief in many distressing cases which come before them, and I cannot myself think that any relief can be satisfactory or adequate in a certain class of cases which is based upon what I may term the principle of doles. I think, in a class of cases—the most painful cases—in which the house of a woman has been left to her desolate, that you ought not to subject her to the pain and humiliation, at short intervals, of coming for another gratuity. I think that cannot be satisfactory; in such a case, where a woman is of advanced age, and the world has no hope for her and no future, you are bound, if the funds will permit, to place her in the position of a moderate annuitant; and I believe nothing less will be satisfactory. There is one subject that, in making the comparison, I ought to have adverted to. I am very unwilling to say anything as to which there may possibly be a difference of opinion, but it has been suggested to me that it is undesirable there should be two societies. As you are aware, there is another society, an older society, in which we all, or almost all, of us take an interest; but its operations are limited

to the metropolis. I do think that it would be a great advantage to both societies if they were amalgamated. There is such a thing as falling to the ground between two stools, and I am by no means sure that the cause of charity does not suffer instead of gain by the existence of the two societies, and I do hope this question of amalgamation will receive careful attention. I can only ask you to support your directors to enlarge the sphere of usefulness of this society. I think that having placed your directors in the position you have, you are bound to do what you can to enable them to render assistance; you are bound to aid them if you can, to deliver the poor when he crieth, the needy also, and him that is in want. Each man must judge for himself what he can do. Some may without inconvenience contribute more pecuniary aid than they have hitherto done. Many who cannot conveniently do that may, beyond all question, promote the interests of the society by taking a little trouble. Each man must answer to himself, and for himself, as to what he can do. I will conclude by asking you to apply to this subject, and by quoting language which is familiar to us all—language which conveys the best of guides on this or any other subject, and I venture to think is peculiarly applicable to us in the discharge of our everyday duties. I venture to say, remember this above all—

"To thine own self be true,
And it must follow, as the night the day,
Thou canst not thus be false to any man."

I give you the toast of "The Solicitors' Benevolent Association."

The toast was drunk upstanding, and with three times three.

The SECRETARY announced donations and subscriptions amounting to nearly £2,200, and amongst these was the sum of £1,000 from the chairman, and £50 from Mr. John Clayton. Leaving out the chairman's splendid donation, the sum received was larger than on any previous occasion.

The announcement of the chairman's donation was received with long-continued cheering.

Mr. J. ANDERSON ROSE (deputy-chairman) next proposed the health of the chairman of the evening. He spoke in eulogistic terms of his efforts on behalf of the association, and referred to the munificent donation he had made to the funds. As a director, he (Mr. Rose) was brought into contact with an enormous number of cases of distress, and he thought there were more of such cases amongst solicitors than in any other profession or business. In none other did he believe that there were so large a number who were in want, and required assistance. He urged very earnestly the claims of the association.

Mr. RICHARD PENNINGTON said he had peculiar pleasure in submitting the health of "The Visitors," because there were so many present who were distinguished in the profession, and their presence showed that they were acquainted with, and approved of, the objects of the charity. The association depended to a great extent upon the visitors, because, of course, it derived assistance from them as well as from the general body of solicitors. He had received a letter from the Attorney-General, expressing his regret that public duties kept him away. The Attorney-General had enclosed a donation of twenty guineas. He regretted his absence, the more so because on the last occasion on which a member of the Bar had presided over the anniversary festival, the Attorney-General had occupied the chair, and had made one of the most eloquent appeals to which he (Mr. Pennington) had ever listened. They had had a very pleasant evening, and a very excellent dinner, but he could tell them stories, as a director of the association, of members of the profession who seldom had a dinner, and of some who never got a dinner at all. What with stagnation in land, stagnation in trade, repeated Acts of Parliament, and rules and orders of court, which made one shudder, none of them could say how soon they might require the assistance of the association. Therefore, he asked the solicitors to bear in mind the claims of the society in season and out of season, and to bring to it, not only their generous, but their enthusiastic support.

Mr. R. T. RENN, Q.C., M.P., having acknowledged the compliment in a few graceful sentences, the proceedings terminated.

Glees and part songs were sung during dessert by Mr. W. Coward, Mr. T. Coates, Mr. Dalzell, and Mr. R. Winn.

THE BAR COMMITTEE.

At the recent election Messrs. Joseph Beaumont, T. Northmore Lawrenson, T. C. Hedderwick, and Claude Baggallay retired from the committee, and Messrs. Decimus Sturges, W. W. Knox, E. L. Levett, and H. F. Boyd were elected in their place.

The following annual statement has been issued by the committee:—

At the annual general meeting of the bar, held on the first Saturday in Trinity Sittings, 1884, Messrs. R. Henn-Collins, Q.C., W. R. Kennedy, and W. R. McConnell retired from your committee, and Messrs. H. B. Deane, A. M. Channell, and J. W. Dunning were elected in their place. Messrs. Decimus Sturges, W. Worsley Knox, and E. L. Levett were also duly proposed, but in order to avoid a contest and to preserve the proportion between the chancery and the common law members of the committee, these gentlemen withdrew their names as candidates. During the year Mr. Justice Wills retired from your committee on his being appointed one of her Majesty's judges, and in accordance with rule 16 your committee nominated Mr. R. Henn-Collins, Q.C., in his place: Mr. W. B. Glasse, Q.C., ceased to be a member of your committee on his retiring from practice at the bar, and Mr. H. H. Cozens-Hardy, Q.C., was appointed in his place; and Mr. W. C. Smyly was appointed to fill the vacancy caused by the death of Mr. E. Thurston Holland. At the first meeting of your committee, held in the current year, Sir Hardinge Giffard, Q.C., M.P., was re-appointed chairman, Mr. W. F. Robinson, Q.C., was appointed vice-chairman, Mr. E. P. Wolstenholme was re-ap-

pointed treasurer, and Mr. Lofthouse was re-appointed honorary secretary. The first annual statement of your committee, presented to the bar in June of last year, stated that your committee by their chairman had presented a petition to the House of Commons against the Royal Courts of Justice Bill, then before Parliament, by which it was proposed to charge a yearly sum of £17,500 for the rent of the courts, in addition to the general expenses of the courts and offices, upon the court fees paid by suitors. Your committee adopted a very able and elaborate report on the subject of court fees, made with special reference to this Bill, and drawn up by their parliamentary sub-committee. This report was circulated among members of the House of Commons, with the result that the Bill did not pass, and the suitors have thus been saved this large additional tax. In addition to numerous subjects which have from time to time been brought before your committee, sub-committees have been appointed during the year to inquire into and report to your committee on the following questions:—

No. 1. *The Revision of the Rules and Bye-laws of the Committee.*—This sub-committee have suggested certain alterations in the rules, which have been adopted by your committee, and which will be submitted for the approval of the general meeting of the bar, to be held on the first Saturday in Trinity Sittings of the present year.

No. 2. *Motions in the Chancery Division.*—A communication having been received from the Incorporated Law Society, U.K., stating that the interest of suitors and the convenience of the profession require that the practice which obtains in all the other divisions of the High Court of setting down motions, and of taking them in the order in which they stand in the lists, should be extended to the Chancery Division, and thus avoid the present confusion, expense, and delay which arises in such division in connection with motions to the court, this sub-committee was appointed to inquire whether it was desirable to make any alteration in the present practice. After several meetings of the sub-committee had been held, it became unnecessary to further consider the matter, as the question became merged in the larger ones to be dealt with by the Lord Chancellor's committee hereafter referred to. (See No. 5.)

No. 3. *The Working of the New Circuit Arrangements.*—As to this, information and statistics were obtained from the members and officers of the various circuits by the sub-committee, and after numerous meetings and much consultation a memorandum was drawn up on the subject by your committee, and the same published [ante, p. 387] and copies thereof sent to the Lord Chancellor, the common law judges, and to the subscribers to the Bar Committee.

No. 4. *The Supreme Court of Judicature Amendment Bill, 1884.*—This Bill contained certain clauses limiting the right of appeal in certain cases which, in the opinion of your committee, would be prejudicial to the interests of suitors and the public, and they therefore deemed it right to try to obtain the withdrawal of the obnoxious clauses. In that they were successful, and the clauses in question were afterwards withdrawn by the promoters of the Bill.

No. 5. *Arrangement of Work in the Chancery Division.*—A letter having been received from the Lord Chancellor, stating that he considered it desirable, for various reasons, that the subject of the present rules as to the distribution and arrangement of business, both in court and in chambers, in the Chancery Division, and as to the distribution and use of the clerical power in chambers, should receive careful consideration, with reference to the present and probable future state and requirements of the division, by a committee, which should contain representatives of the judges, the bar, and solicitors, and stating that his lordship would be glad to know whether your committee would wish to suggest some member of the Chancery Bar who would be willing to give his assistance on such committee, your committee submitted the name of Mr. James Stirling as a member of such committee, and the same was approved by the Lord Chancellor. A sub-committee was then appointed to act in relation to the matters to be brought before the Lord Chancellor's committee. The sub-committee devoted a great deal of time to the questions referred to them, and ultimately prepared certain suggestions, which were forwarded to the Lord Chancellor's committee. As many of the suggestions were connected with communications which the Lord Chancellor's committee permitted to be made to the sub-committee on the understanding that they should be considered as confidentially made to the members of the sub-committee, your committee think it would not be right to publish these suggestions until the proceedings or conclusions of the Lord Chancellor's committee have been made public.

No. 6. *Clerks' Fees.*—It was represented to your committee by the Incorporated Law Society that the clerks of several of the leading counsel had raised the contention that ord. 65, r. 51, of the Rules of the Supreme Court, 1883, regulating the scale of clerks' fees, did not apply to the special fees paid to counsel of a certain standing when the exigencies of the case require that they should leave the court in which they usually practise, and the Incorporated Law Society requested your committee to consider the matter. Your committee, after consideration and with the approval of the Attorney-General, passed the following resolution, a copy of which was forwarded to the Incorporated Law Society:—"The Bar Committee consider that this is a matter on which the Attorney-General ought to be consulted. In the opinion of the Bar Committee the fees which should be paid to the clerks of counsel receiving special fees ought to be on the scale allowed by ord. 65, r. 51, of the Rules of the Supreme Court, 1883, and the Bar Committee do not recommend members of the bar who are specially retained to authorize their clerks to receive fees according to the scale which prevailed prior to the issue of the above-mentioned order."

No. 7. *The Conduct of Criminal Prosecutions.*—The Attorney-General brought before your committee the question of the distribution of briefs on behalf of the Crown in criminal prosecutions conducted by the Treas-

sure, and asked your committee to suggest some system whereby such briefs might be distributed, so as, at the same time, to satisfy the just claims of gentlemen practising in various districts, and to secure that the briefs in question should be placed in competent hands. This matter is still under the consideration of your committee.

No. 8. *The Regulation of the Libraries of the Four Inns of Court.*—The memorandum on this question which was drawn up by your committee, and which has been sent to the subscribers to the Bar Committee, has been brought before the benefactors of the various Inns, and will, your committee believe, receive favourable consideration.

No. 9. *The Non-observance by County Court Judges of 15 & 16 Vict. c. 54, s. 10, forbidding an Attorney retained as an Advocate by the Attorney in the Action to address a County Court.*

No. 10. *Amendments of the Judicature and Bankruptcy Rules.*

No. 11. *Measures before Parliament affecting the Profession.*—Nos. 9, 10, and 11 are still under the consideration of your committee.

The Long Vacation.—On the 11th of June, 1884, a memorial, signed by 19 Queen's Counsel and 480 junior barristers practising at the Chancery Bar, was presented to your committee on the subject of the commencement of the Long Vacation, which the gentlemen signing the same wished to have altered to the 1st of August. On the 31st of July, 1884, a similar memorial, signed by 7 Queen's Counsel and 175 junior barristers practising at the Common Law Bar, was presented to your committee. The gentlemen instrumental in getting signatures to the latter memorial informed your committee that the memorial had been refused signature almost unanimously by all members of the junior bar who practise at sessions, by revising barristers (as a rule), and by a great number of gentlemen who objected to the consequent interference with the time for the commencement of the summer circuits. Letters were also received by your committee from the officers of the Western and North-Eastern Circuits objecting, on behalf of their circuits, to the proposed change. Your committee, therefore, decided that, having regard to the great diversity of opinion among practising barristers on the subject-matter of the memorial, it was not expedient for your committee to take action in the matter.

In conclusion, your committee beg to remind the members of the bar that the object of the Bar Committee is "to collect and express the opinions of the members of the bar on matters affecting the profession, and to take such action thereon as may be deemed expedient," and with that view they will be glad to receive any communication or suggestions through their honorary secretary, Mr. S. Lofthouse, Farrar's-building, Temple.

GREAT YARMOUTH LAW SOCIETY.

The annual general meeting of this society was held on the 27th ult., Mr. C. Diver, president, in the chair. The following report was read:—

In presenting their annual report, the committee congratulate the society upon the fact that they have not to record the resignation or death of any member of the society during the past year, while two members of the profession have added their names, during that period, to the list of its members. During the past year the statutes at large have been placed in the society's room by Mr. C. Diver (the president), and the new edition of Fisher's Digest, Palmer's "Company's Precedents," Everley's "Law of Domestic Relations" (the gift of that gentleman), and the Law of Pawnbrokers (the gift of Mr. Lupton) have been added to the library. The honorary secretary (Mr. F. Danby-Palmer) has also placed a portrait group of the judges in the society's room, and presented a copy of his work on the Tolhouse to the society. Copies of all Bills in Parliament of any public or local interest have also been laid upon the society's table. Your committee has, in concert with other provincial law societies, been endeavouring to procure the establishment of a proper scale of charges for bankruptcy work, and are glad to report that the Lord Chancellor has expressed his approval of the effort, which it is therefore hoped may speedily result in a benefit to the members of the profession. Having regard to the decisions in *Re Bellamy* and the *Metropolitan Board of Works* (L. R. 24 Ch. D. 387), and of *Harbin v. Darby* (38 Beav. 325), the committee strongly recommend the profession to adopt the following clause in wills and settlements:—

"It is hereby declared (the executors and) trustees or trustee for the time being may, in their or his uncontrolled discretion, instead of acting personally, employ and pay a solicitor, or any other person, to transact any business or do any act, of whatever nature, required to be done in the premises, including the receipt and payment of money, and that any (executor or) trustee hereunder being a solicitor or other person engaged in any profession or business may be so employed or act, and shall be entitled to charge and be paid all professional or other charges for any business or act done by him or his firm in connection with the trust, including acts which (an executor or) a trustee could have done personally." The society's balance-sheet accompanies this report, and, in laying it before the members, the committee beg to impress upon them the great importance to the vitality of the society that as many members as practicable should be induced to participate in its work, so all-important to the profession in the present times of continued changes in the practice of the law.

This report, together with the society's balance-sheet, having been unanimously adopted, the following gentlemen were re-elected officers of the society for the ensuing year:—President, C. Diver; vice-president, E. W. Worledge; hon. sec., F. Danby-Palmer; committee, T. A. Rising, A. E. Cowl, J. T. Waters, and Z. Rayson. Votes of thanks to the officers for their past services were duly accorded, and the same compliment paid to the president for his conduct in the chair on this occasion.

LEGAL APPOINTMENTS.

Sir HENRY JAMES, Q.C., M.P., has been appointed a Member of the Privy Council. Sir H. James is the youngest son of Mr. Philip Turner James, of Hereford. He was born in 1828, and was educated at Cheltenham College. He was called to the bar at the Middle Temple in Hilary Term, 1852, and he formerly practised on the Oxford Circuit. He became a Queen's Counsel in 1869. He was appointed Solicitor-General in October, 1873, when he received the honour of knighthood, and he became Attorney-General in the following month. He retired in February, 1874, but he returned to office in April, 1880. Sir H. James has been M.P. for Taunton in the Liberal interest since 1879. He is a bencher of the Middle Temple.

Mr. RICHARD TURNER TATHAM, solicitor (of the firm of Beale, Hoar, Howlett, & Tatham), of Maidstone, has been unanimously elected Coroner for that borough, in succession to the late Mr. John Beeching Stephens. Mr. Tatham was admitted a solicitor in 1869.

Mr. HENRY GEORGE SMALLMAN, solicitor, of 3, Queen-street, Cheapside has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE CLEMENT BERTRAM, Bailiff of Jersey, has received the honour of Knighthood. Sir G. Bertram is the only son of Mr. George Bertram, of Jersey, and was born in 1841. He was educated at Trinity College, Cambridge, and he was called to the bar at the Inner Temple in Trinity Term, 1875. He was Attorney-General of Jersey from 1879 till 1884, when he was appointed Bailiff of Jersey.

Mr. HUGH OWEN, barrister, secretary to the Local Government Board, has been created a Civil Companion of the Order of the Bath. Mr. Owen is the son of Sir Hugh Owen. He was called to the bar at the Middle Temple in Trinity Term, 1862, and he was an assistant secretary to the Local Government Board from 1879 to 1882, when he was appointed permanent secretary to the Board.

Mr. HORACE BLAMIRE LONSDALE, solicitor, of Carlisle, has been appointed Clerk to the Carlisle Board of Guardians, Assessment Committee, School Attendance Committee, and Rural Sanitary Authority. Mr. Lonsdale was admitted a solicitor in 1876.

Mr. FRANCIS CHARLES MONTAGUE, barrister, has been appointed Secretary to the Society for Promoting the Organization of a Teaching University in London. Mr. Montague is a B.A. of the University of London, and he also graduated at Balliol College, Oxford, first class in classics in 1879, and he was afterwards elected a fellow of Oriel College. He was called to the bar at Lincoln's-inn in June, 1883.

Mr. F. G. HUNT, solicitor, of 1, Gray's-inn-square, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JAMES BASSETT, solicitor, of Rochester, has been elected President of the Kent Law Society.

Mr. DECIMUS MALLETT ROBBS, solicitor (of the firm of Plakitt & Robbs) of Gainsborough, has been appointed Clerk to the Gainsborough Local Board. Mr. Robbs was admitted a solicitor in 1866.

Mr. ADAMS GEORGE ARCHIBALD, Q.C., C.M.G., has been created a Knight Commander of the Order of St. Michael and St. George. Sir A. Archibald is a Queen's Counsel for the province of Nova Scotia, and he was Lieutenant-Governor of Nova Scotia from 1873 till 1883.

DISSOLUTIONS OF PARTNERSHIPS, &c.

JAMES EDGELL and ARTHUR AUGUSTUS REES, solicitors (Edgell & Rees), 1, Quality-court, Chancery-lane, London, and Kingston-on-Thames, Surrey. June 1. [Gazette, June 5.]

EUSTACE WILLIAM OWLES and GEORGE FREDERICK HAMPTON COLLINSON, solicitors (Owles & Collinson), 22, Chancery-lane. June 8. [Gazette, June 9.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 5.—*Bills Read a Second Time.*

PRIVATE BILLS.—Great Northern Railway (Various Powers); Lancashire and Yorkshire Railway.
East India Unclaimed Stocks.

Bill in Committee.

Local Authorities (Expenses of Conferences).

Bills Read a Third Time.

PRIVATE BILLS.—Oswestry (Corporation) Water; Neath Water; Maidstone Water.

June 8.—*Bills in Committee.*

PROVISIONAL ORDER CONFIRMATION BILLS.—Metropolis (Hughes-fields, Deptford); Metropolis (Tabard-street, Newington).
Redistribution.
East India Unclaimed Stocks.

Bills Read a Third Time.

PRIVATE BILL.—Guiseley, Yeadon, and Rawdon Railway.
Local Authorities (Expenses of Conferences).

June 9.—Bill Read a Second Time.

PRIVATE BILL.—East London Railway.

Bill Read a Third Time.

PRIVATE BILL.—Dee Conservancy.

HOUSE OF COMMONS.

June 4.—Bills Read a Second Time.

PRIVATE BILLS.—Barry Dock and Railways; Columbia Market and Railways; East Usk Railway; Manchester Ship Canal; Northern Railway of Buenos Ayres Company; Otley Local Board; Peckham and East Dulwich Tramway Extensions; Ward's City of London School for Girls. Merchant Shipping (Transfer of Registry, &c.).

Bill in Committee.

Princess Beatrice Annuity.

Bills Read a Third Time.

PRIVATE BILLS.—Albert Palace Association; Bradford Waterworks and Improvement; Brentford and District Tramways; Central Argentine Railway Company; Fulwood Local Board; Great Eastern Railway (General Powers); Isle of Axholme Railway; Liverpool Grain, Storage, and Transit Company; London and North-Western Railway; London Streets Tramways (Extensions); Metropolitan Board of Works; Midland Railway (Additional Powers); Rhondda and Swansea Bay Railway; Woking Water and Gas; South-Eastern Railway (Various Powers).

June 5.—Bills Read a Third Time.

PRIVATE BILLS.—London, Tilbury, and Southend Railway; Alexandra (Newport and South Wales) Docks and Railway; Bury Improvement; Liverpool Tramways.

June 8.—Bills Read a Third Time.

PRIVATE BILLS.—Bawtry and Trent Railway and Dock; Elham Valley Light Railway (Deviation, &c.); Limehouse Subway (Extension of Time); London and Blackwall Railway; London, Brighton, and South Coast Railway (Various Powers); Regent's Canal, City, and Docks Railway; Worcester and Broom Railway.

June 9.—Bills Read a Second Time.

PRIVATE BILLS.—Hartlepool Headland Protection; Hull (Drypool) Bridge and Improvements; Penwortham Bridge.

Bills Read a Third Time.

PRIVATE BILLS.—Alexandra (Newport and South Wales) Docks and Railway; Bury Improvement; Liverpool Tramways.

LEGAL NEWS.

Prince Albert Victor of Wales was, on Wednesday evening, made a bencher of the Middle Temple, being proposed by the treasurer, Mr. Higgin, Q.C., and seconded by the Prince of Wales, who is also a bencher of the Inn. The ceremonial was succeeded by the usual grand night banquet. Among the guests were the Prince of Wales, Prince Edward of Saxe-Weimar, the Archbishop of Canterbury, the Duke of Richmond, Lord Derby, Lord Cranbrook, Lord Bramwell, Sir Stafford Northcote, Sir Henry James, and Lord Randolph Churchill. The *St. James's Gazette* says that "there was a little irony in the distribution of seats. For instance, the chair next to Sir Henry Hawkins had been reserved for Mr. John Bright, who did not attend. Lord Randolph Churchill was sitting exactly opposite Sir Henry James, with whom he kept up a most animated conversation. Sir Stafford Northcote sat opposite the Master of the Rolls, and Lord Bramwell sat with Sir Thomas Chambers as his neighbour."

A meeting of Old Harrovians and Harrow Masters was held on Tuesday afternoon at the Westminster Palace Hotel, for the purpose of taking the necessary steps to raise a fund to commemorate the head mastership of Dr. Butler at Harrow. There was a crowded attendance. Sir M. W. Ridley, Bart., M.P., who took the chair, moved: "That a fund, to be called the Butler Fund, be established, to commemorate in some permanent way at Harrow the eminent services of Dr. Butler to the school." Mr. H. R. T. Alexander seconded the motion, which was unanimously carried. On the motion of Mr. Nicholson, M.P., the following resolution was agreed to:—"That the fund be devoted to the purchase of a portrait of Dr. Butler for presentation to his family; and, secondly, to the purchase, or otherwise securing to the school, of all or some portion of the football-field, or, in the event of that proving to be impracticable, to some purpose at Harrow closely connected with the amusements of the school, to be hereafter decided on." A vote of thanks to the chairman terminated the proceedings, it being understood that a small executive committee would at once take up the matter. Subscriptions, which may be spread over three or five years, will be received by either of the hon. secretaries, Mr. A. Macnamara, 24, Clarges-street; Mr. G. W. Tallents, 62, Ennismore-gardens; or Mr. R. de Courtenay Welch, 57, Cambridge-street, W.; or by Messrs. Coutts, bankers to the fund.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon. June 15	Mr. Koe	Mr. Leach	Mr. Pemberton	Mr. Pugh
Tuesday 16	Clowes	Beal	Ward	Lavie
Wed. 17	Jackson	Leach	Pemberton	Pugh
Thursday 18	Carrington	Beal	Ward	Lavie
Friday 19	Lavie	Leach	Pemberton	Pugh
Saturday 20	Pugh	Beal	Ward	Lavie
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, June 15	Mr. King	Mr. Clowes	Mr. Carrington	
Tuesday 16	Farrer	Koe	Jackson	
Wednesday 17	King	Clowes	Carrington	
Thursday 18	Farrer	Koe	Jackson	
Friday 19	King	Clowes	Carrington	
Saturday 20	Farrer	Koe	Jackson	

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

BEDFORD PARK, LIMITED.—Petition for winding up, presented June 4, directed to be heard before Pearson, J., on Saturday, June 13. Woolley and Hughes, Gt Winchester st, solicitors for the petitioners

HYDRONE COMPANY, LIMITED.—Pearson, J., has, by an order dated April 24, appointed Francis William Pixley, 24, Moorgate st, to be official liquidator. Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to the above. Wednesday, June 24 at 1, is appointed for hearing and adjudicating upon the debts and claims

MEXICAN SILVER SYNDICATE, LIMITED.—Petition for winding up, presented June 4, directed to be heard before Bacon, V.C., on June 12. Thomas and Hick, Cannon st, solicitors for the petitioners

MIDDLESEX AND COUNTIES LAND AND BUILDING COMPANY, LIMITED.—Petition for winding up, presented June 3, directed to be heard before Kay, J., on June 13. Hall, New Inn, Strand, solicitor for the petitioner

NORTH-WEST TIMBER COMPANY OF CANADA, LIMITED.—Pearson, J., has, by an order dated May 23, appointed Alfred Augustus James, 66, Coleman st, to be official liquidator

PATENT STEAM WASHER AND LAUNDRY COMPANY, LIMITED.—Bacon, V.C., has, by an order dated May 23, appointed John Gordon, jun, Leeds, to be official liquidator

RIVER GAMBRIA TRADING COMPANY, LIMITED.—By an order made by Pearson, J., dated May 16, it was ordered that the company be wound up. Crump and Son, Philpot lane, solicitors for the petitioners

UNITED SECURITY SOCIETY, LIMITED.—Kay, J., has fixed June 17 at 12, at his chambers, for the appointment of an official liquidator

[Gazette, June 5.]
HAMMOND ELECTRIC LIGHT AND POWER SUPPLY COMPANY, LIMITED.—Petition for winding up, presented June 5, directed to be heard before Kay, J., on June 20. Bompas and Co, Gt Winchester st, solicitors for the petitioner

NEDENES COPPER COMPANY, LIMITED.—Petition for winding up, presented June 5, directed to be heard before Bacon, V.C., on Saturday, June 20. Stubbard and Co, Leadenhall st, agents for Gibson and Co, Newcastle on Tyne, solicitors for the petitioners

COUNTY PALATINE OF LANCASTER.
LIMITED IN CHANCERY.

SAMUEL CHARLTON AND COMPANY, LIMITED.—Creditors are required, on or before July 7, to send their names and addresses, and particulars of their debts or claims, to Stanley Pearson, 22, Booth st, Manchester. Thursday, July 23 at 12, is appointed for hearing and adjudicating upon the debts and claims

FRIENDLY SOCIETIES DISSOLVED.

BROTHERLY AND FRIENDLY SOCIETY, Race Horse Inn, Kettlewell, York. June 1
HEMINGBY AGRICULTURAL AND LABOUR LEAGUE SICK BENEFIT SOCIETY, Coach and Horses Inn, Hemingby, Lincoln. June 1
MUTUAL HOPE FRIENDLY SOCIETY, 74, Kingsland rd. June 1

SUSPENDED FOR THREE MONTHS.

COURT EARL OF WARWICK, Ancient Order of Foresters, Dog and Partridge, Sandwich st, Walsall, Stafford. June 2
COURT LORD HATHRETON, Ancient Order of Foresters, Littleton Arms, Littleton st, Walsall, Stafford. June 2
COURT LORDS OF BARCOTE, Ancient Order of Foresters, Three Cups Inn, Park st, Walsall, Stafford. June 2

[Gazette, June 5.]

CREDITORS' CLAIMS.

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ADAMS, WILLIAM SAMUEL, Peckham Rye, Solicitor. July 1. Aylward, Clifford's Inn
ANDREWS, JOSEPH, Denmark rd, Camberwell, Commercial Traveller. June 30. Kor, Denmark rd
BARTON, PETER, Southport. July 1. Payne and Frodsham, Liverpool
CANTON, HARRIS, St Albans, Hertford. July 11. Hollans and Co, Mining lane
COFFEY, Right Rev ROBERT ASTON, Southwark, Bishop. July 1. Arnold and Co, Carey st, Lincoln's Inn
COLE, BENJAMIN, Dudley, Worcester, Innkeeper. June 8. Ward, Dudley
COMPLIN, ABRAHAM, Mortlake ter, Kew, China Dealer. June 30. Willoughby and Winch, Lancaster pl, Strand
COFFEY, THOMAS, Wood Enderby, Lincoln, Farmer. July 27. Clitherow, Horn-castle
COULLES, THOMAS, East Franklands, nr Lifford, Sussex, Gent. June 30. Merchant and Benwell, George yd, Lombard st

DICKINSON, WILLIAM, Liverpool, Hatter. June 24. Stone and Co, Liverpool
 EDWARDS, JAMES, Chalfont St Peter, Buckingham, Gent. July 14. Cheese, Amersham
 EVES, EDWARD SOUTHAIR, Blackfriars rd, Gent. July 10. Routh and Co, Southampton st, Bloomsbury
 EVES, JANE, Crofton rd, Peckham. July 10. Routh and Co, Southampton st, Bloomsbury
 GIBSON, JOSEPH, Scarborough, York, Grocer. July 26. Turnbull and Co, Scarborough
 GRILING, JAMES, Seven Sisters' rd, Coal Merchant. July 8. Crump and Son, Philpot lane, Fenchurch st
 GRAHAM, ANTHONY, Scarborough, Provision Merchant. Aug. 26. Turnbull and Co, Scarborough
 HOLDEN, SCHOLAS, Royton, Lancaster, Gent. July 6. Standring and Taylor, Rochdale
 HOLLAND, WILLIAM, Halifax, Merchant. July 31. England and Foster, Halifax
 HOMERHAM, JAMES, Dover, Gent. June 27. Knockor, Dover
 JACKSON, JOHN SAMUEL, Manchester, Warehouseman. July 4. Sutton and Elliott, Manchester
 JACKSON, RICHARD BELGRAVE, Leonard pl, Kensington rd, Esq. July 13. Simey and Simey, Serjeants' inn, Fleet st
 JAMES, WILLIAM, Brockley, Kent. June 26. Rae, Mining lane
 KING, CHARLES NEWMAN, East Carleton, Norfolk, Farmer. June 13. Baldrey, Norwich
 MAQUIRE, Rev, DENIS, Shifnal, Salop, Catholic Priest. July 2. Carrane, Wellington
 MAYNE, HENRY WILLIAM JULIAN, Aldershot, Southampton, Ironmonger. May 8. Reader and Hicks, Ely pl
 MORAN, JAMES, Smith sq, Westminster, Cab Proprietor. July 21. Smith, Denbigh st, Pimlico
 PATERSON, ALEXANDER, Finchley rd, St John's Wood, Esq. June 16. Wild and Co, Ironmonger lane, Cheapside
 PAYNE, ELIZA, Diss, Norfolk. July 10. Garrod, Diss
 SCOOTERS, MARY ANN, Albert rd, Peckham. June 30. Burton, Blackfriars rd
 SCHULEN, MARY ANN, Leyspring, Trumpington, Cambridge. July 8. Sayle, Queen Victoria st
 SKINNER, ROBERT, Speen, Berks, Malster. June 30. Barnes, Lamborne
 SOWERBY, EDWARD, Cheltenham, Gent. Aug. 2. Taynton and Sons, Gloucester
 SUMMERHILL, ANN, Bridge Yate, near Bristol. June 24. Bush and Bush, Bristol
 TURNER, GEORGE, Sawston, Cambridge, Farmer. July 19. Duffield and Bruty, Tokenhouse yard
 TURNER, THOMAS, Thersfield, Hertford, Farmer. July 19. Duffield and Bruty, Tokenhouse yard
 WHITE, JOHN, Takely, Essex, Farmer. June 24. Wade and Co, Dunmow
 WHITLEY, JAMES TOLSON, Leeds, Contractor. July 1. Snowdon and Meredith, Leeds
 WHITELEY, THOMAS, Leeds, Builder. July 1. Snowdon and Meredith, Leeds
 [Gazette, May 29.]

BATLIS, GEORGE, Woodley, nr Reading, Berks, Gent. June 24. Beal and Martin, Reading
 BILLINGTON, MARY HOLLIDAY, Mold Green, Huddersfield, Manufacturing Chemist. July 1. Craven and Sunderland, Huddersfield
 BOOTH, JOHN, Lwroth, Suffolk, Wine Merchant. July 1. Salmon and Sons, Bury St Edmunds
 BOYLE, FRANCIS SWIFT BARNES, Falcon-road, Clapham Junction, Gent. July 14. Kilby, College hill, Cannon st
 BRAGGINS, THOMAS, Silverstone, Northampton. July 1. Whitton, Towcester
 BRUCE, EBERNEZER, Batley, Blanket Manufacturer. June 30. Deane and Son, Batley
 COOPER, GEORGE, Ryde, Isle of Wight, Gent. July 1. Tatton and Son, Lower Phillimore pl, Kensington
 COTTERELL, THOMAS REGINALD, Great Malvern, Gent. July 1. Kilby and Mace, Chipping Norton
 CRAWSHAY, ISABELLA, Caversham Park, Oxford. July 31. Nelson, Laurence Pountney lane
 DAY, EMILY, Maidstone, Kent. June 30. Linklater & Co, Walbrook
 EVANS, SAMUEL, Beach, Bilton, Gloucester, Linen Draper. Aug 15. Simmons and Co, Bath
 FOOT, EMILY DUNKLEY, Tollington Park. July 6. Bagshaw, St Michael's House, Cornhill
 GILLHAM, FREDERICK, Liverpool, Hatter. June 24. Oliver & Co, Liverpool
 GREEN, FRANCIS WHORNEY, Whissendine, Rutland. July 6. Ingram and Co, Lincoln's inn fields
 HALL, WILLIAM, Manchester, Joiner. July 11. Taylor, Sheffield
 HUDDART, JOHN, Liverpool, Insurance Agent. July 5. Bremner and Co, Liverpool
 HUTCHINSON, ANTHONY, Headingley, Leeds, Gent. July 29. Walter Harland, Leeds
 IRWELL, JULIUS, Headingley, nr Leeds, Wool Merchant. June 20. Bond and Co, Leeds
 IRWIN, THOMAS, Liverpool, Warehouse Keeper. June 12. Lynch and Teabay, Liverpool
 LOFTHOUSE, WILLIAM, Leeds, Butcher. July 29. Walter Harland, Leeds
 MARSHALL, IMogene FITZGERALD, St George's rd, Eccleston sq. July 1. Lewis and Lewis, Ely pl, Holborn
 MEREDETH, HENRY, Kildermister, Ironmonger. June 15. Ivens and Morton, Kildermister
 MITCHELL, ELIZA ANN, Millbank st, Westminster. July 15. Paine and Co, Gresham House
 MORGAN, MARY, Delynock, Brecon. June 12. Morgan, Brecon
 OAKLEY, WILLIAM, Prospect pl, Rotherhithe, no occupation. Aug 4. Crawford and Co, Cannon st
 PARKER, General RICHARD, Lyndhurst, Hants. July 1. Appleyard, South sq, Gray's inn
 PARSON, LOUISA ANN, Redcliffe gdns, South Kensington. July 1. Fielder Watson, Lincoln's inn fields
 PEABER, MARY, Burslem, Stafford. July 6. Ellis, Burslem
 PEARLAND, HARRIETTE, York ter, Regent's Park. July 9. Capron and Co, Saville pl, Conduit st
 RAMSON, HANNAH, Tooting sq. June 24. Montagu, Bucklersbury
 SAYLE, ROBERT, Trumpington, Cambridge, General Merchant. July 8. Sayle, Queen Victoria st
 SCOTT, Honourable CHARLES GRANTHAM, Eaton sq, Colonel. July 31. Nelson, Laurence Pountney lane
 SLEDGALL, HANNAH, Kirkby Stephen, Westmoreland. July 6. Preston, Kirkby Stephen
 TONY, ELIZA, Anfield, Liverpool. July 1. Rowe and Co, Liverpool
 WALKER, JOSEPH, Denton, Lancaster, Hat Manufacturer. July 30. Darnton and Bottomley, Ashton under Lyne
 WILMOT, HENRY, Oranham rd, South Bermondsey, Chemical Manufacturer. July 18. Watson, Gracechurch st
 [Gazette, June 2.]

ANDOCK, RACHEL EMMA, Sharneshill, near Wolverhampton. July 4. Shelton and Co, Wolverhampton
 BAKER, HENRY, New Bond st, Hosier. June 30. Tarrant and Mackrell, Bond st, Walbrook

BAKER, THIRUMUTHS, Hanover ter, Notting Hill. June 30. Tarrant and Mackrell, Bond st, Walbrook
 BARLOW, JONATHAN, Queen st, Oxford st, Coach and Saddlers' Ironmonger. June 30. Camp, Union Bank bldgs, Ely place
 BATHO, RICHARD, Wolverhampton, Gent. July 4. Shelton and Co, Wolverhampton
 BAZALGETTE, LUCY ELLEN OCTAVIA, Pitt's place, Fulham. June 24. Cobb, Lincoln's inn fields
 CANNON, HARRIET, St Albans, Hertford. July 11. Hollams and Co, Mincing lane
 CLEMENT, ANN, Hastings, Sussex. June 30. Tarrant and Mackrell, Bond st, Walbrook
 COLE, RICHARD, Devizes, Wilts, Butcher. June 20. Marshall, Devizes
 DEYDEN, GEORGE, Stockinar rd, Hackney, Gent. July 31. Edell, King st, Cheapside
 FOWLER, ROBERT, Thorncombe, Dorset, Farmer. July 14. Clarke and Lukin, Chard
 GOLDSMITH, ELIZA, Gravesend, Kent. Aug 1. Sharland and Hatten, Gravesend
 GREETHAM, JOSEPH, Liverpool, Master Mariner. July 14. Miller and Co, Liverpool
 HUGHES, ELIZABETH, Waterloo, Lancaster. July 15. Martin and Co, Liverpool
 JACOBS, ALFRED, Lansdowne rd, Dalston, Carman. July 3. Sydney, Leadenhall st
 LUCAS, ROBERT, Liverpool. July 13. Payne and Frodsham, Liverpool
 MACKAY, JAMES, Mossley Hill, nr Liverpool, Timber Broker. July 17. Miller and Co, Liverpool
 MANN, PETER CAMPBELL, Seaham Harbour, Durham, Esq. July 15. Wright, Seaham Harbour
 MARRIS, THOMAS, Scotter, Lincoln, Farmer. July 10. Poole, Sloane st
 MILNES, JOHN WILLIAM, Northampton. Sept 2. Watkins and Co, Sackville st
 MILLWARD, EDWARD, Harborne, Stafford, Builder. July 1. Phillips, Birmingham
 MOODY, ALFRED, St Peter's rd, Mile End, Guager. July 10. Turner, Birmingham
 PHILIP, JAMES GEORGE, Falmouth, Cornwall, Artist. July 6. Jenkins, Falmouth
 POWELL, HECTOR THOMAS, Holland rd, Kensington, Gent. Aug 2. Houghtons and Byfield, Gracechurch st
 ROBERTSON, JAMES, Rochester, Surgeon. June 29. Prall, Eastgate, Rochester
 ROTHWELL, THOMAS, Ramsbottom, Lancaster, Gent. June 30. Wild and Wild, Ramsbottom
 SEAGAL, CLARA, Princes sq, St George's in the East, Retired Sack Merchant. July 1. Mills and Co, Bedford row
 SHARPLES, GEORGE OSWALD, Liverpool. July 6. Wright and Co, Liverpool
 TAYLOR, MARY ANN, Scarborough, York. July 1. Watts and Kitching, Scarborough
 THOMPSON, JAMES WILLIAM, Liscard, Chester, Cotton Broker. July 18. Wright and Co, Liverpool
 UNDERHILL, WILLIAM SCOTT, Newport, Salop, Ironmonger. July 1. Underhill, Newport, Salop
 USSHER, THOMAS NEWELL, Bath. Aug 1. Barron, Lincoln's inn fields
 WATKINSON, SUSANNAH, Rose cottages, East Dulwich. June 24. Jeffery, Eastbourne
 [Gazette, June 5.]

ANDERSON, RALPH, Alnwick, Northumberland, Butcher. July 4. Forster and Paynter, Alnwick
 BRAUMONT, HENRY KILNER, Huddersfield, Drysalter. July 4. Learoyd and Piercy, Huddersfield
 BRIDSON, GEORGE, Bradford, nr Manchester, Manager of Wire Works. July 31. Earle and Co, Manchester
 BURCHALL, EDWARD, Ashton, nr Newton-le-Willows, Lancaster, Gent. July 21. Darlington and Sons, Wigan
 CLAY, SARAH, Dewsbury, York, Wool Merchant. July 10. Scholesfield and Son, Dewsbury
 DAVISON, JAMES WILLIAM, Tavistock pl, Bloomsbury, Gent. July 3. Houseman Princes st, Westminster
 EDMONDSON, HENRY PATTERSON, Matlock Bath, Derby, Lace Merchant. July 18. Earle and Co, Manchester
 FINCH, JANE, Ryde, Isle of Wight, Corn Merchant. July 1. Wooldridge, Ryde
 FOWLER, ROBERT, Thorncombe, Dorset, Farmer. July 14. Clarke and Lukin, Chard
 GREEN, CHARLES, Wokingham, Berks, Gent. Aug 1. Cooke, Wokingham
 GREY, CATHERINE, North Shields. July 21. Dickinson and Miller, Newcastle-upon-Tyne
 HARRIS, SAMUEL JOHN, Bristol, Merchant. July 18. Beekingham and Barry, Bristol
 HARDMAN, JOHN, Market Tavern Hotel, Barrow in Furness. July 6. Morgan and Nalder, Barrow in Furness
 HARVEY, CHARLES ELWIN, Chatham, Lieut.-Colonel. July 31. Davidson and Co, Spring gdns
 HODGES, JAMES, Old Trafford, Manchester, Indigo Merchant. Sept 29. Wharton and Cleworth, Manchester
 HOLLIDAY, JANE, Whitehaven, Cumberland. July 7. Mason and Thompson, Whitehaven
 HORNBY, LOUISA, Kilmaine rd, Fulham. June 30. Pettiver and Co, College st, College hill
 HOPKINS, OWEN, Plaistow, Essex, Carpenter. June 30. Pettiver and Co, College st, College hill
 JACOBS, SARAH, Henwick, Trakeo, Kerry, Ireland. July 31. Perham, Bristol
 LEE, WILLIAM WARD, Lordship park, Stoke Newington, Esq. July 17. Robbins and Peters, Basinghall st
 MAYNE, HENRY WILLIAM JULIAN, Aldershot, Ironmonger. June 18. Reader and Hicks, Ely pl
 MOREING, CHARLES, Spring gdns, Architect. July 22. Walker and Co, Theobald's rd, Gray's inn
 PARRY, AUGUSTA MARY, Douro villas, Cheltenham. June 24. Tatham and Pym, Frederick pl, Old Jewry
 PART, THOMAS, Watford, Herts, Esq. July 11. Woodcock and Walmesley, Wigan
 RATTENBURY, HENRY CHARLES, Chesterton rd, North Kensington, Gent. July 1. Armstrong, Chancery lane
 SLATER, SUSANNAH, Charles st, Deptford. June 18. Sandom and Co, High st, Deptford
 STANWAY, WILLIAM ALDERLEY, Manchester, Cotton Merchant. July 31. Earle and Co, Manchester
 STEELE, HENRIETTA, Canterbury. July 6. Curtler and Co, Worcester
 TAYLOR, JAMES, Oldham, Lancashire, Gent. July 11. Punsoby and Carlisle, Oldham
 WILLIAMS, ROBERT JAMES, Harrogate, Gent. July 10. Burrill and Maughan, Middleham
 WINTOUR, CAROLINE NISSET VERNON, Porchester terrace. July 20. Walton and Co, Leadenhall st
 [Gazette, June 9.]

SALES OF ENSUING WEEK.

June 16.—Messrs. FARRER, ELLIS, CLARE, & Co., at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisement, June 6, p. 2).
 June 19.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., Freehold Properties (see advertisement, June 6, p. 7).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

PEAKETT.—June 4, at Ivy House, Lowestoft, the wife of Frank Peakett, solicitor, of a son.

SYMES.—May 29, at the Manor House, Crediton, the wife of William Henry Symes, solicitor of a son.

MARRIAGE.

SPEERLY—ARMITAGE.—June 3, at Holy Trinity Church, Tulse Hill, Arthur Johnson Speerly, solicitor, of Guildhall-chambers, to Jane Massey, daughter of Joseph Armitage, of Ingleholme, Roupell-park, S.W.

DEATH.

DRUCE.—June 10, at 22, Brunswick-terrace, Brighton, Charles Claridge Druce, of 10, Billiter-square, aged 65.

LONDON GAZETTES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

TUESDAY, June 9, 1885.

Thorp, William, South Belgrave st, Pimlico, of no occupation. June 4

THE BANKRUPTCY ACT, 1883.

FRIDAY, June 6, 1885.

RECEIVING ORDERS.

Allis, William, Rottingdean, Sussex, Gentleman. Brighton. Pet May 27. Ord May 30. Exam June 4 at 12

Bartlett, Henry Kellaway, Hackford rd, Brixton rd, Coachbuilder. High Court. Pet June 2. Ord June 2. Exam July 8 at 11, at 34, Lincoln's inn fields

Clarke, William, Claremont rd, Forest Gate, Jeweller. High Court. Pet June 2. Ord June 2. Exam July 8 at 11, at 34, Lincoln's inn fields

Cohen, Edward Gustave, Stroud Green road, Finsbury Park, Stationer. High Court. Pet June 1. Ord June 1. Exam July 8 at 11, at 34, Lincoln's inn fields

Cohen, Moss Coleman, and Arthur Cohen, Cogenhoe, Northamptonshire, Mineral Merchants. Northampton. Pet May 12. Ord May 30. Exam July 8

Cole, Walter, Paulet rd, Camberwell, Architect. High Court. Pet June 3. Ord June 3. Exam July 8 at 11, at 34, Lincoln's inn fields

Crooke, Philip, Newport, Mon., Basket Manufacturer. Newport, Mon. Pet June 1. Ord June 1. Exam June 15 at 11

Derbyshire, Mary, Cardiff, Grocer. Cardiff. Pet June 2. Ord June 2. Exam July 9 at 2

Elliott, Jonas, Brecon, Burton Overy, Leicestershire, Grazier. Leicester. Pet May 30. Ord June 1. Exam July 8 at 10

Enoch, Lewis, Middlesborough, Rail Inspector. Stockton on Tees and Middlesborough. Pet June 1. Ord June 1. Exam July 9

Foreman, Ingram John, Brentford, Plumber. Brentford. Pet June 1. Ord June 1. Exam June 23 at 2

Gerbert, Romain, Miles lane, Lower Thames rd, Agent for Foreign Produce. High Court. Pet May 2. Ord June 3. Exam July 10 at 11, at 34, Lincoln's inn fields

Hampton, George, Mortlake rd, Richmond, Timber Merchant. Wandsworth. Pet June 3. Ord June 3. Exam July 10

Herschowitz, Hyman, Manchester, Tailor. Salford. Pet June 2. Ord June 2. Exam June 17 at 2

Howe, Harry, St. George's circus, Surrey, Licensed Victualler. High Court. Pet May 6. Ord June 3. Exam July 10 at 11, at 34, Lincoln's inn fields

Jagger, John, Brighouse, York, out of business. Halifax. Pet June 1. Ord June 2. Exam June 16

Jones, Ellis Owen, Welshpool, Montgomeryshire, Timber Merchant. Newtown. Pet June 2. Ord June 2. Exam June 18

Jones, Robert William, Fwibell, Carmarvonshire, Italian Warehouseman. Bangor. Pet June 1. Ord June 1. Exam June 23 at 12.30

Knowles, Joseph, Garston, Lancashire, Cabinetmaker. Liverpool. Pet June 3. Ord June 3. Exam June 15 at 11 at the Courthouse, Government bldg, Victoria st, Liverpool

Marsh, Philip Joseph, Newport, Mon., Commission Agent. Newport, Mon. Pet June 1. Ord June 2. Exam June 16 at 11

Mayfield, Thomas, Nottingham, Stationer. Nottingham. Pet June 2. Ord June 2. Exam June 16

Moore, John Henry, Fownhall rd, Dalston, Sheet Gelatine Manufacturer. High Court. Pet June 3. Ord June 3. Exam July 2 at 11 at 34, Lincoln's inn fields

Nokes, Henry, Dudley, Worcestershire, Tailor. Dudley. Pet May 30. Ord May 30. Exam June 25 at 12

Nokes, Walter, Taffield, Surrey, Farmer. Croydon. Pet May 1. Ord May 20. Exam July 3

Oakley, Herbert Frederick, Broseley terr, Stapleton Hall rd, Crouch hill, Gent. High Court. Pet Apr 11. Ord May 1. Exam July 2 at 11 at 34, Lincoln's inn fields

Owen, John, Maentwrog, Merionethshire, Butcher. Bangor. Pet June 1. Ord June 1. Exam June 22 at 12.30

Owen, Richard, Machynlleth, Montgomeryshire, Timber Merchant. Aberystwith. Pet May 20. Ord May 30. Exam June 19 at 1.30

Ralbrick, John, Pudsey, Yorkshire, Machine maker. Bradford. Pet June 2. Ord June 2. Exam June 19 at 12

Reid, Walter, Grantham, Lincolnshire, Builder. Nottingham. Pet June 1. Ord June 1. Exam June 14

Reidson, William, Leeds, Engineer. Leeds. Pet June 2. Ord June 2. Exam June 30 at 11

Sabine, William, Landport, Hampshire, Furniture Dealer. Portsmouth. Pet May 20. Ord May 30. Exam June 15

Smith, David, Llanwono, Glamorganshire, Grocer. Aberdare. Pet June 2. Ord June 2. Exam June 17 at 11 at the Courthouse

Stannard, Henry, York, Draper. York. Pet June 1. Ord June 3. Exam June 23

Stirling, Charles Grey, Bradford, Yorkshire, Agent. Bradford. Pet June 3. Ord June 3. Exam June 23 at 12

Stringer, James, Walsall, Staffordshire, Publican. Walsall. Pet May 30. Ord May 30. Exam June 23 at 11

Taylor, Samuel, East Vile, Lincolnshire, Farmer. Boston. Pet May 18. Ord June 3. Exam July 9 at 2

Waight, Frank John, Landport, Hampshire, Builder. Portsmouth. Pet May 30. Ord June 1. Exam June 15

Walls, Walter James, Poole, Dorsetshire, Builder. Poole. Pet June 1. Ord June 1. Exam June 24 at 2.30 at Townhall, Poole

Warner, Albert, Leicester, Dyer. Leicester. Pet May 30. Ord June 1. Exam July 8 at 10

Wilson, Henry, Bradford, Yorks, Confectioner. Bradford. Pet June 1. Ord June 1. Exam June 19 at 12

FIRST MEETINGS

Armstrong, David Brown, Southport, Lancashire, no occupation. June 12 at 12. Official Receiver, Bridge st, Manchester

Barber, John, Leeds, Civil Engineer. June 15 at 11. Official Receiver, 22, Par row, Leeds

Bernstein, David, New Bond st, Traveller. June 17 at 12. 33, Carey st, Lincoln's inn

Boyd, Robert Nelson, Victoria st, Westminster, Engineer. June 15 at 11. 33, Carey st, Lincoln's inn

Broddridge, William Thomas, Hastings, Builder. June 12 at 2.30. Official Receiver, Townhall chhrs, Hastings

Chisman, William, Stockton on Tees, Carter. June 12 at 11.30. Official Receiver, 8, Albert rd, Middlesborough

Claypole, George, Caldecott, Rutlandshire, Bootmaker. June 12 at 3. Official Receiver, 28, Friar lane, Leicester

Copley, Edward, Bradford, Glass Dealer. June 12 at 11. Official Receiver, Ivegate chhrs, Bradford

Crooke, Philip, Newport, Mon, Basket Manufacturer. June 15 at 12. Official Receiver, Tredegar pl, Newport

Dewhurst, Thomas, Jun, Whittingham, Lancashire, Farmer. June 15 at 11. Official Receiver, 14, Chapel st, Preston

Downs, Edwin, and Frederick Downs Kennedy, Richmond, Lightermen. June 15 at 2. Bankruptcy bldg, Portugal st, Lincoln's inn fields

Elliott, Jonas, Brecon, Burton Overy, Leicestershire, Grazier. June 15 at 12. Official Receiver, 25, Friar lane, Leicester

Foreman, Ingram John, High st, Brentford, Plumber. June 12 at 11. 28 and 29, St. Barth's lane

Frerichs, Jacob Andreas, Bradford, Yarn Merchant. June 18 at 11. Official Receiver, Ivegate chhrs, Bradford

Frost, William John, Bath, Licensed Victualler. June 18 at 10.45. Moore, High Bailiff, County Court, York st, Bath

Fry, Frederick Goas, Formby, Lancashire, Shipbroker. June 16 at 2. Official Receiver, 35, Victoria st, Liverpool

Greenwood, Joshua James, Lot's rd, Chelsea, Marble Manufacturer. June 17 at 11. 33, Carey st, Lincoln's inn

Herschowitz, Hyman, Manchester, Tailor. June 17 at 2.30. The Court-house, Encombe pl, Salford

Hevey, Daniel, Lambeth walk, Haberdasher. June 15 at 2. Bankruptcy bldg, Portugal st, Lincoln's inn fields

Holden, Jeremiah, Southport, Lancashire, Joiner. June 15 at 3. Official Receiver, 35, Victoria st, Liverpool

House, Emma, Henley on Thames, Widow. June 18 at 12. Queen's Hotel, Reading

Hunt, Josiah, Queen Anne's gate, Westminster, Surveyor. June 15 at 12. 33, Carey st, Lincoln's inn

Hutton, John, Saltburn by the Sea, Boot Maker. June 12 at 11. Official Receiver, 8, Albert rd, Middlesborough

Jacobs, Lionel, Stratford, Essex, Furniture Dealer. June 12 at 12. Bankruptcy bldg, Portugal st, Lincoln's inn fields

Jagger, John, Brighouse, York, out of business. June 13 at 11. Official Receiver, Townhall chhrs, Halifax

Jones, Robert William, Fwibell, Carmarvonshire, Italian Warehouseman. June 12 at 2. Official Receiver, Crypt chhrs, Chester

Jowett, James, Birstal, Innkeeper. June 12 at 3. Official Receiver, Bank chhrs, Batley

Marsh, Philip Joseph, Newport, Mon., Commission Agent. June 16 at 12. Official Receiver, 12, Tredegar pl, Newport, Mon

Mills, William, Lendon, Essex, Coachbuilder. June 13 at 11. Townhall, Colchester

Nokes, Edwin, Dudley, Worcestershire, out of business. June 25 at 10.15. Official Receiver, Dudley

Nokes, Henry, Dudley, Worcestershire, Tailor. June 25 at 10.45. Official Receiver, Dudley

Owen, John, Maentwrog, Merionethshire, Butcher. June 15 at 1.30. Queen's Hotel, Blaenau Festinog

Ralbrick, John, Pudsey, Yorks, Machine Maker. June 17 at 11. Official Receiver, Ivegate chhrs, Bradford

Redford, John Gorton, Gorton, Lancashire, Farmer. June 12 at 11.30. Official Receiver, 8, Albert rd, Middlesborough

Reid, Walter, Grantham, Lincolnshire, Builder. June 12 at 12. Official Receiver, 1 High pavement, Nottingham

Ripley, John Nicholson, Darlington, Farmer. June 12 at 11.15. Official Receiver, 8, Albert rd, Middlesborough

Rulle, William Henry, Camborne, Cornwall, Mine Broker. June 13 at 12. Official Receiver, Boscawen st, Truro

Sabine, William, Landport, Hampshire, Furniture Dealer. June 15 at 11. Official Receiver, 108, Queen st, Portsea

Stannard, Henry, York, Draper. June 16 at 12. Official Receiver, York

Smith, David, Llanwono, Glamorganshire, Grocer. June 15 at 4. Official Receiver, Bank chhrs, Bristol

Stringer, James, Walsall, Staffordshire, Publican. June 13 at 11.15. Official Receiver, Walsall

Thornton, William Daniel, Bradford, Yorks, Dyer. June 12 at 2.30. Law Institute, Piccadilly, Bradford

Waight, Frank John, Landport, Hampshire, Builder and Hardware Dealer. June 15 at 2.30. Official Receiver, 168, Queen st, Portsea

Walls, Walter James, Poole, Dorsetshire, Builder. June 15 at 12.15. London Hotel, Poole

Walters, Joseph, Sedgley, Staffordshire, Engine Driver. June 26 at 10.30. Official Receiver, Dudley

Warner, Albert, Leicester, Dyer. June 15 at 3. Official Receiver, 28, Friar lane, Leicester

Wickham, Charles Thomas, Burghley rd, Camden Town, Cheesemonger's Manager. June 12 at 2. 33, Carey st, Lincoln's inn

Wilcock, Edwin Walker (sep. estate), Penistone, Yorks, Colliery Proprietor. June 12 at 1. County Court hall, Barnsley

Wilcock, James Arthur (sep. estate), Penistone, Yorks, Colliery Proprietor. June 12 at 12.30. County Court hall, Barnsley

Wilcock, William Henry (sep. estate), Penistone, Yorks, Colliery Proprietor. June 12 at 12. County Court hall, Barnsley

Wilson, Henry, Bradford, Yorks, Confectioner. June 12 at 10. Official Receiver, Ivegate chhrs, Bradford

ADJUDICATIONS.

Bostock, Robert James, Market Drayton, Salop, Clothier. Nantwich and Crewe. Pet May 9. Ord May 30

Breckon, Robert, High st, Tonbridge, Draper. Tunbridge Wells. Pet May 2. Ord June 1

Brown, William Watts, Lepton, nr Huddersfield, Innkeeper. Huddersfield. Pet May 11. Ord June 1

Clarke, William, Claremont rd, Forest Gate, Jeweller. High Court. Pet June 3. Ord June 2

Clayton, Edward, Huddersfield, Bookseller. Huddersfield. Pet May 13. Ord June 1

Cole, Walter, Paulet rd, Camberwell, Architect. High Court. Pet June 3. Ord June 3

Davies, John Morgan, Llanstephan, Carmarthenshire, Woollen Manufacturer. Carmarthenshire. Pet May 30. Ord June 1

Easton, Charles, Ferrybridge, Yorkshire, Innkeeper. Wakefield. Pet May 19. Ord June 2

Enoch, Lewis, West Middlesborough, Rail Inspector. Stockton on Tees and Middlesborough. Pet June 1. Ord June 1

Franks, James, Wales Farm Dairy, Acton, Dairyman. Brentford. P. Apr 24. Ord June 1

Frost, William John, Bath, Licensed Victualler. Bath. Pet May 30. Ord June 3.
 Fry, Frederick Goss, Formby, Lancashire, Broker. Liverpool. Pet May 28. Ord June 1.
 Grant, John Brown, Rookery, Southampton, Grocer. Southampton. Pet May 19. Ord June 3.
 Gregory, George, Midsomer Norton, Somersetshire, Innkeeper. Wells. Pet May 15. Ord June 2.
 Haas, Jean Jacques Louis, and John James Bradley, York, Confectioners. Pet May 18. Pet May 30.
 Hardwick, John, Manchester, Furniture Dealer. Salford. Pet May 20. Ord June 3.
 Heasle, Francis, Bristol, Yorkshire, Grocer. Dewsbury. Pet May 28. Ord June 2.
 Herschowitz, Hyman, Manchester, Tailor. Salford. Pet June 2. Ord June 2.
 House, Emma, Henley-on-Thames, Widow. Reading. Pet May 23. Ord June 3.
 Hutton, John, Saltburn-by-the-Sea, Boot Maker. Stockton-on-Tees and Middlesborough. Pet May 30. Ord June 1.
 Knowles, Joseph, Garston, Lancashire, Cabinet Maker. Liverpool. Pet June 3. Ord June 3.
 Lake, the Hon. Graham, Brighton, Gent. High Court. Pet Jan 31. Ord June 1.
 Legg, John, Leatherhead, Grocer. Croydon. Pet May 14. Ord June 1.
 Luccock, William, and John Luccock, Dorking, Brewers. Croydon. Pet April 23. Ord June 1.
 Manning, Thomas, Spitalfields Market, Potato Salesman. High Court. Pet May 6. Ord June 1.
 Marsh, Philip Joseph, Newport, Mon., Commission Agent. Newport, Mon. Pet June 1. Ord June 3.
 Nicholes, Edwin, Dudley, Worcestershire, out of business. Dudley. Pet May 28. Ord June 1.
 Pemberton, John, Salford, Lancashire, Boiler Maker. Salford. Pet May 7. Ord June 4.
 Prout, Joseph Ferris, Newton Abbott, Devon, Watchmaker. Exeter. Pet May 13. Ord June 1.
 Ralston, John, Pudsey, Yorks, Machine Maker. Bradford. Pet June 2. Ord June 2.
 Renton, William, Leeds, Engineer. Leeds. Pet June 2. Ord June 3.
 Robinson, John, William Radcliffe Robinson, and Samuel Robinson, Saddlery, Yorks, Dyers. Huddersfield. Pet May 8. Ord June 1.
 Rule, William Henry, Osmborne, Cornwall, Mine Broker. Truro. Pet May 20. Ord June 1.
 Sabine, William, Landport, Hampshire, Furniture Dealer. Portsmouth. Pet May 29. Ord June 2.
 Scarlett, James Booth, Denton, Sussex, Mechanical Engineer. Lewes and Eastbourne. Pet May 18. Ord June 3.
 Skrimshire, Edmund Brown, Milk st, Lace Merchant. High Court. Pet March 14. Ord June 1.
 Smith, William Henry, St Mawes, Cornwall, Licensed Victualler. Truro. Pet May 28. Ord June 1.
 Solomon, Isaac, Walthamstow, Essex, Boot Manufacturer. High Court. Pet April 30. Ord June 1.
 Spann, Richard, Warrington, Lancashire, Wheelwright. Warrington. Pet March 5. Ord June 1.
 Speake, William Davies, Eastbourne, Merchant. Lewes and Eastbourne. Pet May 9. Ord June 3.
 Starting, Charles Grey, Bradford, Yorks, Agent. Bradford. Pet June 3. Ord June 3.
 Steer, William Henry, Broomwood rd, Wandsworth Common, Builder. Wandsworth. Pet May 11. Ord June 2.
 Waight, Frank John, Landport, Hampshire, Builder. Portsmouth. Pet May 30. Ord June 2.
 Willis, George, Sherborne, Dorsetshire, Tailor. Yeovil. Pet May 26. Ord June 3.
 Wilson, Henry, Bradford, Yorks, Confectioner. Bradford. Pet June 1. Ord June 1.

TUESDAY, June 2, 1885.

RECEIVING ORDERS.

Blomfield, Henry, Earl Soham, Suffolk, Grocer. Ipswich. Pet June 1. Ord June 2. Exam June 16 at 11.30.
 Broad, George Winstone, Bristol, Licensed Victualler. Bristol. Pet June 4. Ord June 4. Exam June 19 at 12 at Guildhall, Bristol.
 Brown, George Ebenezer, Liverpool, Silk Mercer. Liverpool. Pet June 4. Ord June 4. Exam June 18 at 11 at Court house, Government bldgs, Victoria st, Liverpool.
 Cohen, Lewis, Cardiff, Furniture Dealer. Cardiff. Pet June 5. Ord June 5. Exam July 9 at 2.
 Davies, David, Clydach, nr Swansea, Tailor. Swansea. Pet June 4. Ord June 4. Exam July 9.
 Fowler, Henry Camille, High st, Southwark, Saddler. High Court. Pet June 5. Ord June 5. Exam July 10 at 11 at 34, Lincoln's inn fields.
 Goddard, George Edmund, North Elmham, Norfolk, Grocer. Norwich. Pet May 16. Ord June 6. Exam July 15 at 12 at Shirehall, Norwich Castle.
 Harman, Arthur Mitchell, Brighton, Artists' Colourman. Brighton. Pet June 4. Ord June 4. Exam June 25 at 12.
 Hill, John, Wincobly, Lincolnshire, Farmer. Lincoln. Pet June 5. Ord June 5. Exam July 6 at 2.30.
 Holmes, Thomas James, Sheffield, Beerhouse Keeper. Sheffield. Pet June 5. Ord June 5. Exam June 25 at 11.30.
 Ingham, Eastwood, Burnley, Lancashire, Cotton Manufacturer. Burnley. Pet May 14. Ord June 5. Exam June 25 at 11.
 Inglis, Charles John, Queen Victoria st. High Court. Pet June 3. Ord June 3. Exam July 10 at 11 at 34, Lincoln's inn fields.
 Jones, William, Egremont, Shipowner. Birkenhead. Pet May 23. Ord June 3. Exam June 17.
 Jones, William, Ebbw Vale, Monmouthshire, General Dealer. Tredegar. Pet May 30. Ord June 6. Exam June 25 at 10.30.
 Lane, Charles Henry, Boscombe, nr Bournemouth, Hairdresser. Poole. Pet June 5. Ord June 6. Exam June 24 at 4 at Town-hall, Poole.
 Little, David Bruce, Holt, Wiltshire, Commercial Traveller. Bath. Pet June 6. Ord June 6. Exam July 9 at 11.30.
 Long, Frederick, William Henry, and Walter Edward Leopold Long, Bradford, Wills, Builders. Bath. Pet June 6. Ord June 6. Exam July 9 at 11.30.
 Malden, Joshua, William Gibson, Frederick Stanwell, and Charles Bontoft, Deansgate, Manchester, Drapers. Manchester. Pet June 1. Ord June 4. Exam July 3 at 3.
 Meredith, David William, Pontypridd, Glamorganshire, Builder. Pontypridd. Pet June 5. Ord June 6. Exam June 23 at 3.
 Olliver, John, Margate, Engineer. Canterbury. Pet June 5. Ord June 6. Exam June 20.
 Orpin, William, Catsfield, Sussex, Farmer. Hastings. Pet June 4. Ord June 4. Exam June 19.
 Pratt, Jacob, Guildford st, Gray's Inn rd, Gentleman. High Court. Pet May 15. Ord June 5. Exam July 3 at 11 at 34, Lincoln's inn fields.
 Prower, Asarrah, Bury St Edmunds, out of employment. Bury St Edmunds. Pet June 5. Ord June 6. Exam June 25 at 2.
 Robson, Walter, Gravesend, Mariner. Rochester. Pet June 5. Ord June 6. Exam June 25 at 9.
 Rolph, Harry, Crumpsall, nr Manchester, Builder. Manchester. Pet May 12. Ord June 4. Exam June 19 at 11.
 Sharp, C. L., Buckingham st, Adelphi, Proprietor of Interleaf Publishing Company. High Court. Pet May 8. Ord June 5. Exam July 7 at 11, at 34, Lincoln's inn fields.

Salm-Kyrburg, Ludwig, Kensington grdn sq. High Court. Pet May 7. Ord June 4. Exam July 7 at 11, at 34, Lincoln's inn fields.
 Schofield, William John, and Charles Thomas Watts Walker, Brighton, Drapers Brighton. Pet May 29. Ord June 6. Exam June 25 at 12.
 Short, George, jun., Allendale Town, Northumberland, Grocer. Newcastle on Tyne. Pet June 5. Ord June 6. Exam June 18.
 Smoother, Thomas, Tooley st, Builder. High Court. Pet Apr 22. Ord June 4. Exam July 14 at 11.30, at 34, Lincoln's inn fields.
 Starling, Arthur, Frederick Luther, and Edward Sparshott, Brooks Mews, Lancaster gate, Builders. High Court. Pet Apr 29. Ord June 4. Exam July 7 at 11, at 34, Lincoln's inn fields.
 Staunton, Henry, Newgate st, Optician. High Court. Pet May 13. Ord June 4. Exam July 14 at 11.30, at 34, Lincoln's inn fields.
 Sykes, John, Doncaster, Tailor. Sheffield. Pet June 4. Ord June 4. Exam June 25 at 11.30.
 Tasker, Robert Branton, Menai Bridge, Anglesey, Dentist, Bangor. Pet June 5. Ord June 5. Exam June 22.
 Tidy, Thomas, Southborough, nr Tonbridge Wells. Tonbridge Wells. Pet May 21. Ord June 4. Exam July 9 at 2.30.
 Tucker, R. J. H., The Brooklands, Sunbury, Retired Assistant Paymaster. High Court. Pet April 30. Ord June 4. Exam July 14 at 11 at 34, Lincoln's inn fields.
 Tynan, Ayrton, Old Broad st. High Court. Pet April 28. Ord June 4. Exam July 14 at 11 at 34, Lincoln's inn fields.
 Tyson, William, Coniston, Lancashire, Tailor. Kendal. Pet June 3. Ord June 4. Exam June 29 at 12 at the Court house, Townhall, Kendal.
 Walden, Joseph Benjamin, Telegraph st, Stockbroker. High Court. Pet April 21. Ord June 4. Exam July 7 at 11 at 34, Lincoln's inn fields.
 Walters, William, Cardiff, Builder. Cardiff. Pet May 13. Ord June 4. Exam July 9 at 2.
 Wilson, George, Leeds, Lead Glazier. Leeds. Pet June 6. Ord June 6. Exam June 30 at 11.

FIRST MEETINGS.

Allis, William, Rottingdean, Sussex, Gent. June 17 at 12. Chamber of Commerce, 145, Cheapside.
 Blomfield, Henry, Earl Soham, Suffolk, Grocer. June 17 at 11. Official Receiver, 2, Westgate st, Ipswich.
 Bontoft, Charles (septe estate), Bowdon, Cheshire, Draper. June 23 at 1. 33, Carey st, Lincoln's inn.
 Bontoft, John, Wharfedale, nr Wrexham, Publican. June 17 at 4. Mr George Bevan, 3, Queen st, Wrexham.
 Broad, George Winstone, Bristol, Licensed Victualler. June 19 at 11. Official Receiver, Bank chmrs, Bristol.
 Clark, Joseph Sidney, West Croydon, Mattress Manufacturer. June 16 at 2. Official Receiver, 109, Victoria st, Westminster.
 Davies, David, Clydach, nr Swansea, Tailor. June 19 at 11. 6, Rutland st, Swansea.
 Gibson, William (septe estate), Choriton-cum-Hardy, nr Manchester, Draper. June 23 at 12.40. 33, Carey st, Lincoln's inn.
 Harman, Arthur Mitchell, Brighton, Artists' Colourman. June 17 at 11. Chamber of Commerce, 145, Cheapside.
 Hill, Luke Marshall, West Hartlepool, Tailor. June 17 at 2. Official Receiver, St Andrew's chmrs, Park row, Leeds.
 Holmes, Thomas James, Sheffield, Beerhouse Keeper. June 17 at 12. Official Receiver, Figtree lane, Sheffield.
 Johnson, Joseph, Central Market, Smithfield, Provision Merchant. June 17 at 12. Bankruptcy bldgs, Lincoln's inn fields.
 Jones, Ellis Owen, Welshpool, Montgomeryshire, Timber Merchant. June 16 at 12. Townhall, Welshpool.
 Knowles, Joseph, Garston, Lancashire, Cabinet Maker. June 18 at 3. Official Receiver, 35, Victoria st, Liverpool.
 Malden, Joshua, William Gibson, Frederick Stanwell, and Charles Bontoft, Deansgate, Manchester, Drapers. June 23 at 12. 33, Carey st, Lincoln's inn.
 Malden, Joshua (septe estate), Flixton, nr Manchester, Draper. June 23 at 12.30. 33, Carey st, Lincoln's inn.
 Orpin, William, Catsfield, Sussex, Farmer. June 18 at 3. George Hotel, Battle, Sussex.
 Owen, Richard, Machynlleth, Montgomeryshire, Merchant. June 18 at 12.15. Elephant and Castle Hotel, Newtown.
 Price, John Jenkins, Cardiff, Grocer. June 17 at 12. Official Receiver, 2, Bute crescent, Cardiff.
 Renton, William, Leeds, Engineer. June 25 at 3. Official Receiver, 22, Park row, Leeds.
 Richter, Frederick William, Princes sq, St George's in East, Club Steward. June 18 at 3. 33, Carey st, Lincoln's inn.
 Rolph, Harry, Crumpsall, nr Manchester, Builder. June 19 at 3.45. Official Receiver, Ogden's chmrs, Bridge st, Manchester.
 Schofield, William John, and Charles Thomas Watts Walker, Brighton, Drapers. June 17 at 3. 145, Cheapside.
 Shires, William Henry, Leeds, Joiner. June 15 at 11. Official Receiver, 22, Park row, Leeds.
 Short, George, jun., Allendale Town, Northumberland, Grocer. June 18 at 10. Official Receiver, County chmrs, Newcastle on Tyne.
 Smith, William Henry, St Mawes, Cornwall, Licensed Victualler. June at 12. Official Receiver, Boscawen st, Truro.
 Stanwell, Frederick (Separate Estate), Stretford, nr Manchester, Draper. June 23 at 12.50. 33, Carey st, Lincoln's inn.
 Starling, Charles Grey, Bradford, Yorks, Agent. June 17 at 10. Official Receiver, Iyegate chmrs, Bradford.
 Stevens, James Edgar, West st, Hackney, Boot Manufacturer. June 17 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
 Sykes, John, Doncaster, Tailor. June 17 at 11. Official Receiver, Figtree lane, Sheffield.
 Tasker, Robert Branton, Anglesey, Dentist. June 22 at 11.30. Queen's Head Cafe, Bangor.
 Tyson, William, Coniston, Lancashire, Tailor. June 17 at 8. Official Receiver, 2, Paxton terr, Barrow in Furness.
 Villar, Alfred Edwin, 48, Pall Mall, Wine Merchant. June 18 at 11. 33, Carey st, Lincoln's inn.

ADJUDICATIONS.

Baron, Joseph Hainsworth, and George Brunfitt, Holbeck, Yorks, Woollen Manufacturers. Leeds. Pet May 14. Ord June 5.
 Benjamin, Michael, Sutherland avenue. High Court. Pet April 29. Ord June 5.
 Bullock, George, Longton, Staffordshire, Grocer. Stoke upon Trent and Longton. Pet April 10. Ord June 3.
 Dawson, Frank, Cambridge, Fishmonger. Cambridge. Pet May 30. Ord June 3.
 Dorrington, R. A., and H. Dorrington, Accrington, Lancashire, Wine Merchants. Blackburn. Pet Jan 29. Ord June 5.
 Farrer, John, and Joseph Farrer, Eiland, Yorks, Mill Owners. Halifax. Pet April 8. Ord June 5.
 France, Hagus, Stalybridge, Lancashire, Joiner. Ashton under Lyne and Stalybridge. Pet April 30. Ord May 28.
 Higginbottom, John, Glossop, Derbyshire, Auctioneer. Ashton under Lyne and Stalybridge. Pet May 30. Ord June 4.
 Holmes, Thomas James, Sheffield, Beerhouse Keeper. Sheffield. Pet June 5. Ord June 5.
 Holt, John, Birmingham, out of business. Wolverhampton. Pet May 21. Ord June 5.
 Jackson, William Ebenezer, Dalton in Furness, Lancashire, Farmer. Ulverston and Barrow in Furness. Pet May 8. Ord June 4.

Jagger, John, Brighouse. Yorks. out of business. Halifax. Pet June 1. Ord June 5
 Jones, Robert William, Pwllheli, Carnarvonshire, Italian Warehouseman. Bangor. Pet June 1. Ord June 6
 Knott, Luther James, Ashton-under-Lyne, Milliner. Ashton-under-Lyne and Staleybridge. Pet May 7. Ord May 23
 Lewis, John, Neath, Glamorganshire, Grocer. Neath. Pet May 20. Ord June 5
 Mann, Charles, Stratford, Essex, Oilman. High Court. Pet April 8. Ord June 5
 Mayfield, Thomas, New Basford, Nottingham, Stationer. Nottingham. Pet June 2. Ord June 6
 Mole, John Wilson, Newcastle-upon-Tyne, Tailor. Newcastle-upon-Tyne. Pet May 21. Ord June 5
 Nokes, Henry, Dudley, Worcestershire, Tailor. Dudley. Pet May 30. Ord June 5
 Price, John Jenkins, Cardiff, Grocer. Cardiff. Pet May 23. Ord June 5
 Reid, Walter, Grantham, Lincolnshire, Builder. Nottingham. Pet June 1. Ord June 6
 Richardson, George, Welland, Worcestershire, Farmer. Worcester. Pet May 5. Ord June 5
 Robson, Walter, Gravesend, Mariner. Rochester. Pet June 5. Ord June 6
 Smith, David, Llanwanno, Glamorganshire, Grocer. Aberdare. Pet June 2. Ord June 4
 Stringer, James, Walsall, Publican. Walsall. Pet May 30. Ord June 3
 Taunton, William, Wivelsfield, nr Hayward's Heath, Sussex, Artist. Brighton. Pet March 14. Ord June 6
 Taylor, Annie, and Kate Edwards, Hove, Sussex, Schoolmistresses. Brighton. Pet May 28. Ord June 4
 Tiden, Lorentz, Queen Victoria st, Merchant. High Court. Pet April 20. Ord June 7
 Walters, Joseph, Sedgley, Staffordshire, Engine Driver. Dudley. Pet May 29. Ord June 4
 Young, Richard, and William Tompsett, Dunton Green, Kent, Horse Slaughterers. Tonbridge Wells. Pet May 6. Ord June 4

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Charities on Special Terms by the Sole Proprietor, H. SCHWEITZER & Co., 10 7/2d-st., Strand, London, W.

LEGAL AND GENERAL LIFE ASSURANCE OFFICE, No. 10, Fleet-street, London, E.C. (during rebuilding, 30, Fleet-street), 11th June, 1885.—The Proprietors of this Society are requested to take Notice that the Dividend for the current year will be PAYABLE on Wednesday, the 1st day of July next.

Warrants for such dividends, at the rate of 13s. per share, free of Income Tax, will be forwarded by post on Tuesday, the 30th instant.

The Transfer Books of the Society will be closed from Tuesday, the 16th instant, to Tuesday, the 30th instant, both days inclusive.

By order of the Board.
 E. A. NEWTON, Actuary and Manager.

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INVESTMENT (LEASEHOLD).

STANHOPE GARDENS, SOUTH KENSINGTON.—A desirable RESIDENCE, let on repairing lease of 7, 14, or 21 years from March 25, 1885, at a rental of £300 per annum; tenant insuring; ground-rent, 25 per annum, to be SOLD, to pay the purchaser 5 per cent. Apply to Mr. W. DOUGLAS, Builder, 57, Cromwell-road, South Kensington, S.W.

FURTHER INVESTMENT (LEASEHOLD).

QUEEN'S GATE, SOUTH KENSINGTON.—A BLOU RESIDENCE, let on repairing lease of 7, 14, or 21 years from June 24, 1883, at a rental of £185 per annum; tenant insuring; ground-rent, 10s., to be SOLD, to pay the purchaser 5 per cent. Apply to Mr. W. DOUGLAS, Builder, 57, Cromwell-road, South Kensington, S.W.

INVESTMENT (FREEHOLD).

SOUTH KENSINGTON.—Let on repairing lease of 7, 14, or 21 years from Christmas, 1883, at a rental of £185 per annum. This BLOU RESIDENCE is to be SOLD, to pay the purchaser 5 per cent. on the rental. Apply to Mr. W. DOUGLAS, 57, Cromwell-road, South Kensington, S.W.

INVESTMENT (FREEHOLD).

QUEEN'S GATE.—Let on repairing lease of 7, 14, or 21 years from March 25, 1885, at a rental of £250 per annum. This FREEHOLD RESIDENCE is to be SOLD, to pay the purchaser 5 per cent. on the rental. Apply to Mr. W. DOUGLAS, Builder, 57, Cromwell-road, South Kensington, S.W.

SOUTH WALES.—To be Sold, by Private Contract, the Rectorial Tithe Rent-charge of the several Parishes of Saint Dogmells, Llantodd, and Monington, in the County of Pembroke. The net income derived from these last year, after deducting all charges and expenses, amounts to £228 15s. The title payers are all substantial men, and consequently there is not much trouble in collecting. For further particulars apply to Messrs. JERKINS & EVANS, Solicitors, Cardigan, South Wales.

Messrs. JOHNSON & DYMOND beg to announce that their Sales by Auction of Plate, Watches, Chains, Jewellery, Precious Stones, &c., are held on Mondays, Wednesdays, Thursdays, and Fridays.

The attention of Solicitors, Executors, Trustees, and others is particularly called to this ready means for the disposal of Property of deceased and other clients.

In consequence of the frequency of their sales Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

Sales of Furniture held at private houses.

Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1788), 35 and 36, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Piece Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).

The Subscription to the SOLICITORS' JOURNAL is—Town, 26s.; Country, 28s.; with the WEEKLY REPORTER, 52s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the office—cloth, 2s. 6d., half law calf, 5s. 6d. All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

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STRAND (opposite the Law Courts).

Important and valuable Freehold Property for Investment or Prospective Occupation, as the tenant's lease will expire at Christmas, 1886, when possession may be had.

Messrs. FAREBROTHER, ELLIS, CLARK, & CO. have received instructions to offer for SALE by AUCTION, at the MART, Tokenhouse-yard, E.C., on TUESDAY, JULY 7th NEXT, at TWO, the FREEHOLD PROFESSIONAL RESIDENCE, No. 32, Essex-street, Strand, having a frontage of 20ft., and covering an area of about 1,740 square feet. The property abuts on Fountain-court, Temple, and contains on the ground floor four good offices, including a large room built in the rear, three floors above of eight rooms, and in the basement housekeeper's apartments.

May be viewed by permission of the tenants; and particulars and plans obtained of Messrs. Ticehurst & Sons, Solicitors, Essex-place, Cheltenham; at the MART; and of Messrs. Farebrother, Ellis, Clark, & Co., 29, Fleet-street, and 19, Old Broad-street, E.C.

BLACKFRIARS.

Valuable Wharves and Warehouse, being customary freehold and leasehold of the Manor of Old Paris Garden, and nearly equal to freehold, producing rentals amounting to £200 per annum.

Messrs. FULLER, HORSEY, SONS, & CASSELL are instructed by the Trustees of the Chatfield Estate to SELL by AUCTION, on WEDNESDAY, JULY 8th, at TWO precisely, at the MART, Tokenhouse-yard, E.C., in Two Lots, the following valuable PROPERTIES, nearly equal to freehold, comprising:—

Lot 1, known as Blackfriars-bridge Wharf, now used as a timber yard, having a frontage of about 55 feet to the River Thames, by an average depth of about 146 feet, and timber yard adjoining, having a frontage to Upper Ground-street of about 31 feet, by an average depth of about 82 feet; let on lease to Messrs. Watnall & Waghorne, Timber Merchants, at moderate rentals, amounting to £400 per annum, for an unexpired term of about 14 years. This property is customary freehold of the Manor of Old Paris Garden, Blackfriars, in the county of Surrey, nearly equal to freehold, being free of fines and quit rents usually incident to copyholds.

Lot 2.—A well-secured Ground-rent of £200 per annum, derived from the premises, known as Hanbury's Wharf, Upper Ground-street, with a reversion to the rack-rent in 1934; held for terms of 1,000 years from Lady-day, 1692, and 999 years from Midsummer, 1693, at a peppercorn.

May be viewed by leave of the tenants, and particulars, with plans, had of Charles G. Vincent, Esq., Solicitor, 4, St. Thomas-street, Ryde, Isle of Wight; of T. Chatfield Clarke, Esq., 65, Bishopsgate-street Within, E.C.; at the MART; and of Messrs. Fuller, Horsey, Sons, & Cassell, No. 11, Billiter-square, E.C.

Preliminary Notice.—By order of the Mortgagees.—Very valuable Absolute Reversion to One-fourth Share of Freehold Ground Rents, Freehold, Leasehold, and Copyhold Property, situate at Croydon, London, and Brighton; also of Securities in Government Stock and Mortgages, amounting to an aggregate total of about £170,000, expectant on the death of a lady aged 65.

Messrs. HUMBERT, SON, & FLINT will SELL by AUCTION, at the MART, Tokenhouse-yard, London, E.C., on FRIDAY, JULY 3, 1885, at TWO o'clock precisely, the above valuable ABSOLUTE REVERSION (unless previously disposed of privately).

Particulars and conditions of sale, when ready, may be had of Messrs. R. S. Taylor, Son, & Humbert, Solicitors, 4, Field-court, Gray's-inn, W.C.; of Messrs. Harting, Son, & Ellis, Solicitors, 34, Lincoln's-inn-fields, W.C.; at the MART, E.C.; and of Messrs. Humbert, Son, & Flint, Land Agents, &c., Lincoln's-inn-fields (corner of Serle-street), W.C.